

United States District Court

FOR THE

WESTERN DISTRICT OF OKLAHOMA

BAKER SPECIAL PROJECTS,
et al

Plaintiff,

vs.

CECIL STERNE, et al

Defendants.

CIVIL ACTION FILE NO. 84-2332-T

111-1084-BV
 JUDGMENT
 MAY 30 1986
 FILED
 MARK C. SILVER, CLERK
 DISTRICT COURT

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, ROBERT D. DENNIS, Clerk of the United States District Court for
the WESTERN District of OKLAHOMA,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the
above entitled action on March 7, 1986, as it appears of record in my office,
and that

• no notice of appeal from the said judgment
has been filed in my office and the time
for appeal commenced to run on 3/7/86
upon the entry of the judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said
Court this 23rd day of May, 1986

ROBERT D. DENNIS, Clerk
By Terri Dismuke Deputy Clerk

* When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on [insert date] upon the entry of [If no motion of the character described in Rule 73(a) F.R.C.P. was filed, here insert 'the judgment', otherwise describe the nature of the order from the entry of which time for appeal is computed under that rule.] If an appeal was taken, insert "a notice of appeal from the said judgment was filed in my office on [insert date] and the judgment was affirmed by mandate of the Court of Appeals issued [insert date]" or "a notice of appeal from the said judgment was filed in my office on [insert date] and the appeal was dismissed by the [insert 'Court of Appeals' or 'District Court'] on [insert date]", as the case may be.

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IN THE UNITED STATES DISTRICT COURT OR THE
NORTHERN DISTRICT OF OKLAHOMA

SCOTT EQUIPMENT COMPANY,)
)
Plaintiff,)
)
vs.)
)
B&F CONSTRUCTION CO., INC.,)
and ATOKA GAS GATHERING)
SYSTEM, INC.,)
)
Defendants,)
)
vs.)
)
MORGAN HINES AND ASSOCIATES,)
INC., an Oklahoma corporation,)
)
Third Party)
Defendant.)

Case No. 86-C-406-E

FILED

MAY 30 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

DEFAULT JUDGMENT

The defendant, B&F Construction Co., Inc., having failed to plead or otherwise defend in this action and the default having been entered,

NOW, upon application of the plaintiff and upon affidavit that defendant B&F Construction Co., Inc. is indebted to plaintiff in the sum of \$60,974.00, that defendant B&F Construction Co., Inc. has been defaulted for failure to appear and that defendant B&F Construction Co., Inc is a foreign corporation and is not an infant or incompetent person, and is not in the military service of the United States, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff recover of defendant B&F Construction Co., Inc. the sum of \$60,974.00, with interest at the rate of 6.56% per annum from the 30th day of May, 1986; and costs upon proper application.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

DATED: May 30, 1986

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 30 1986

NORTH AMERICAN SOCCER LEAGUE)
PLAYERS ASSOCIATION, AFL-CIO,)
and CARMELLO D'ANZI,)
)
Plaintiffs,)
)
v.)
)
TULSA CABLE SOCCER, INC.,)
an Oklahoma corporation,)
)
Defendant.)

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 85-C-805-B

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor of the plaintiffs, North American Soccer League Players Association, AFL-CIO, and Carmello D'Anzi, and against the defendant, Tulsa Cable Soccer, Inc., in the amount of Eleven Thousand Dollars (\$11,000.00), plus interest at the rate of 8% per annum on said amount, from April 15, 1985 until paid, plus the costs of enforcing this arbitration award, if timely applied for under the Local Rules.

DATED this 29th day of May, 1986.

Thomas R. Brett
THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

MAY 30 1986

LESLIE C. SMITH, CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SHARON K. WOOD,)
)
 Plaintiff,)
)
 vs.)
)
 K MART CORPORATION,)
)
 Defendant.)

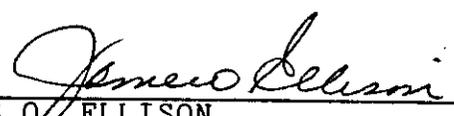
No. 86-C-439-E

O R D E R

There being no response to the Defendant's Motion to Dismiss and more than ten (10) days having passed since the filing of the same and no extension of time having been sought by Plaintiff, the Court, pursuant to Local Rule 14(a), as amended effective March 1, 1981, concludes that Plaintiff has therefore waived any objection or opposition to the Defendant's Motion to Dismiss. See Woods Constr. Co. v. Atlas Chemical Indus., Inc., 337 F.2d 888, 890 (10th Cir. 1964).

The Defendant's Motion to Dismiss is therefore granted.

ORDERED this 30th day of May, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

530-860-01

FILED

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 30 1985

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

VIKING PETROLEUM, INC.)	
a Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	No. 84-C-835-B
)	
GEO EXPLORATION, INC., a Texas)	
corporation; FRANK WHITTINGTON,)	
an individual; FRANK MERRILL,)	
an individual; SIGNAL DRILLING)	
CORPORATION, a Texas corporation,)	
)	
Defendants.)	

DISMISSAL WITH PREJUDICE

The Plaintiff, Viking Petroleum, Inc., ("Viking") hereby dismisses with prejudice all of Viking's claims asserted against the defendant, Signal Drilling Corporation.

Respectfully submitted,

By *Richard F. Popp*
 Richard F. Popp
 Suite 700 Holarud Building
 Ten East Third Street
 Tulsa, Oklahoma 74103
 (918) 584-1471

OF COUNSEL:
HOLLIMAN, LANGHOLZ, RUNNELS & DORWART
Suite 700 Holarud Building
Ten East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471

CERTIFICATE OF MAILING

I hereby certify that on May 30, 1986 I placed a true and correct copy of the above and foregoing Dismissal With Prejudice in the United States mail with proper postage fully prepaid to:

Robert A. Whittington, Esq.
SANCHEZ, WHITTINGTON AND SANCHEZ
100 North Expressway, Suite 83
P. O. Box 4215
Brownsville, Texas 78523-4215

Robert P. Redemann, Esq.
RHODES, HIERONYMUS, JONES,
TUCKER AND GABLE
2800 Fourth National Bldg.
Tulsa, Oklahoma 74119

Frank C. Merrill, Jr.
10324 Longmont
Houston, Texas 77042



Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FIRST TEXAS SAVINGS ASSOCIATION,)
a Texas savings and loan)
association,)
)
Plaintiff,)
)
v.)
)
AUTUMN OAKS, LTD., an Oklahoma)
limited partnership; HOWARD L.)
RASKIN; COUNTY TREASURER FOR)
TULSA COUNTY; and THE BOARD OF)
COUNTY COMMISSIONERS OF TULSA)
COUNTY,)
)
Defendants.)

No. 85-C-49-B ✓

FILED

MAY 30 1986 *af*

Jack C. Silver, Clerk
U. S. DISTRICT COURT

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby rendered in favor of the plaintiff, First Texas Savings Association, a Texas savings and loan association, against the defendant guarantor, Howard L. Raskin, in the amount of Two Million Four Hundred Twenty-One Thousand Nine Hundred Twenty-Six and 52/100 Dollars (\$2,421,926.52), post-judgment interest is granted at the rate of Texas Commerce Bank-Houston, Texas prime plus five (5) per cent on the net deficiency of One Million Eight Hundred Ninety-Four Thousand Seven Hundred Seventy-One and 53/100 Dollars (\$1,894,771.53), plus the costs of this action if timely applied for under the Local Rules.

DATED this 30th day of May, 1986.

Thomas R. Brett

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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int'd

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAY 30 1986

HAMILTON BANK, a national)
banking corporation,)
)
Plaintiff,)
)
vs.)
)
WYERWOOD FARMS, INC., a)
corporation, FRANK C. WYER)
and HELEN A. WYER,)
)
Defendants.)

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-486-C

PARTIAL JOURNAL ENTRY OF JUDGMENT

Now on this 15th day of April, 1986 this matter comes on before me, the undersigned Judge of the District Court by agreement of the parties. The Plaintiff is represented by its attorneys of record, ALLIS & VANDIVORT, INC. by Madalene A.B. Witterholt. The Defendants are represented by their attorney of record, Charles Whitman. By agreement of the parties, the Court makes the following findings of fact and conclusions of law:

1. That this Court has jurisdiction over the subject matter and parties hereto.

2. That Plaintiff is granted judgment against the Defendant, WYERWOOD FARMS, INC., in the sum of \$103,580.48, representing principal and interest due the Plaintiff as of the date of this judgment; said judgment to bear interest at the note rate of Hamilton Bank's Prime rate as in effect from time to time plus 1%.

3. That Plaintiff is granted judgment against the Defendants, FRANK A. WYER and HELEN WYER, in the sum of

\$103,580.48, representing principal and interest of the Plaintiff through the date of judgment; said judgment to bear interest at the note rate of Hamilton Bank's Prime rate as in effect from time to time plus 1%.

4. That the Plaintiff is entitled to judgment for attorney fees and costs as against all the defendants in the sum of \$10,000.00.

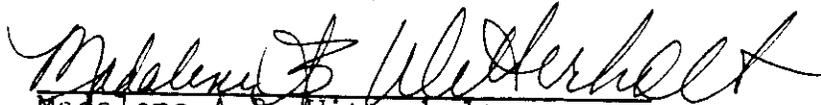
5. That the issue of the replevin of the the collateral of the Plaintiff still remains and should be held in abeyance until further order of the Court.

IT IS SO ORDERED.

s/H. DALE COOK
Honorable H. Dale Cook

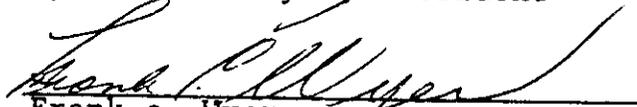
APPROVED AS TO FORM:

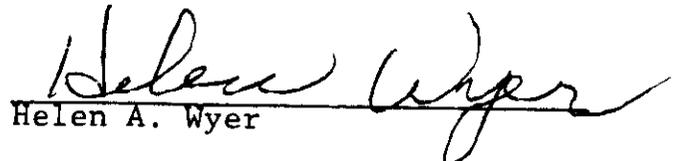
ALLIS & VANDIVORT, INC.


Madalene A.B. Witterholt
Attorneys for Plaintiff


Charles Whitman
Attorney for Defendants,
Wyerwood Farms, Inc.
Frank C. Wyer and Helen A. Wyer


Wyerwood Farms, Inc.
By Frank C. Wyer, President


Frank c. Wyer


Helen A. Wyer

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 30 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CENTURY BANK, a banking
corporation of Tulsa County,
Oklahoma,

Plaintiff,

vs.

WILLIAM D. McKENZIE,

Defendant and Third
Party Plaintiff,

vs.

CLYDE J. DUNAVENT, JR., DON
G. MAILATH, DENNIS L. WOOD,
LARRY T. JOHNSON, WOODLAND
POINTE, CENTURY TOWER
PARTNERSHIP, WOODLAND POINTE
NORTH PARTNERSHIP AND WOODLAND
POINT WEST PARTNERSHIP,

Third Party Defendants.)

No. 85-C-66-E

ORDER

The Court has before it for its consideration the motions for summary judgment of Plaintiff, Century Bank and Third Party Defendant Larry T. Johnson ("Johnson") against Defendant and Third Party Plaintiff William D. McKenzie ("McKenzie"). The Court has also had the benefit of oral argument of the motions before the United States Magistrate. Century Bank and Johnson urge the Court to grant judgment in their favor on McKenzie's Counterclaim and Third Party Complaint for common law fraud, securities fraud and aider and abettor liability under 15 U.S.C. § 78(j)(b) and SEC Rule 10b-5 (17 C.F.R. § 240.10b-5). In

addition, Century Bank requests judgment on its claim against McKenzie on a Promissory Note.

The standards governing the grant of summary judgment are well established. Summary judgment cannot be awarded when there exists a genuine issue of material fact. Redhouse v. Quality Ford Sales, Inc., 511 F.2d 230 (10th Cir. 1975). It is a drastic measure that should be granted only with caution. McGill v. American Land & Exploration Co., 776 F.2d 923 (10th Cir. 1985). Pleadings and documentary evidence must be liberally construed in favor of the party opposing the motion, and if the facts support an inference which would permit the non-movant to prevail, summary judgment is inappropriate. McGill, at 926.

Despite the difficulty of meeting these standards, the Court is satisfied that summary judgment is appropriate here as requested by Century Bank and Johnson. Based on the depositions, exhibits, and statements of counsel at oral argument that there were no material issues of fact, the Court finds that there are no material issues in dispute with regard to Century Bank's claim against McKenzie and McKenzie's claims against Century Bank and Johnson. McKenzie admits that he executed a promissory note in the amount of \$80,000 in favor of Century Bank and that he has defaulted on the note by failing to make the last interest payment, and failing to pay the principal when due. Furthermore, in his deposition, McKenzie admits he decided to make the investment in Woodland Pointe prior to any communication with Century Bank or Johnson concerning the availability of the \$80,000 loan or the merits of the investment itself. McKenzie's

only claim regarding any statement made to him by either Johnson or Century Bank with regard to the merits of the investment is that Johnson told him (after McKenzie had made his decision to invest) that "we've done business with Woodland Pointe and it looks great." (Deposition of William McKenzie, p. 122). The only other relevant, undisputed facts with regard to the bank's involvement in McKenzie's purchase of the limited partnership interest are that McKenzie considered obtaining the loan "easy", that Century Bank did not require security for the loan, that instead Century Bank obtained two guarantors on the loan and that Century Bank was aware that the guarantors were partners in other limited partnerships which were debtors of the limited partnership in question. McKenzie has not claimed that the bank participated in the development or operation of the limited partnership, or that it participated in McKenzie's purchase of an interest in the limited partnership, except to make the loan for the purchase price.

To support an aiding and abetting claim for securities fraud it must be shown that an independent wrong existed and that the aider and abettor knowingly or recklessly rendered substantial assistance to the primary wrongdoer. Woodward v. Metro Bank of Dallas, 522 F.2d 84 (5th Cir. 1975); Westland Energy 1981-1 Ltd. v. Bank of Commerce, 603 F.Supp. 698 (N.D. Ok. 1984). Here, it is undisputed that McKenzie made his decision to invest in the limited partnership prior to any involvement of Century Bank other than a social meeting with Johnson, who was a loan officer at Century Bank. McKenzie has repeatedly admitted that his

decision was prior to any involvement by Century Bank in making the loan. Therefore, there is a complete absence of proof of the essential element of substantial assistance to the wrongdoer which is essential for aider and abettor liability. Because this failure of proof on an essential element is dispositive, the Court need not address the other issues which could be raised with regard to the securities claim.

With regard to the common law fraud claim, McKenzie must prove the following elements:

- (1) That Defendant made a false representation;
- (2) That it was false;
- (3) That Defendant knew the statement was false or that he made it recklessly;
- (4) That it was with the intention that it would be acted upon by Plaintiff;
- (5) That Plaintiff acted in reliance on it; and
- (6) That Plaintiff suffered injury.

Furthermore, the burden of proof on McKenzie's fraud claim is that fraud be shown by clear and convincing evidence. Here, discovery has concluded, but McKenzie has advanced no evidence to show that Century Bank or Johnson engaged in any fraudulent acts. Thus, reasonable minds could not differ, and there is no necessity for McKenzie's fraud claim to be submitted to a jury.

IT IS THEREFORE ORDERED that summary judgment is granted in favor of Century Bank and against William D. McKenzie, both on Century's claim against McKenzie on the promissory note and on McKenzie's counterclaim against Century Bank.

IT IS FURTHER ORDERED that summary judgment is granted in favor of Larry T. Johnson on McKenzie's third party claim.

DATED this 29th day of May, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 30 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

PALMCO MANAGEMENT COMPANY,
an Oklahoma corporation,

Plaintiff,

vs.

SCANDRILL, INC.,
a New York corporation,

Defendant.

No. 86-C-191-C

O R D E R

Now before the Court for its consideration is the motion of defendant Scandrill, Inc. to transfer, said motion filed herein on April 14, 1986. The plaintiff's having responded, the Court finds the matter ready for its determination.

Considering the motion for transfer or change of venue, the Court notes that defendant is a New York corporation with its principal place of business in San Antonio, Texas. Plaintiff is an Oklahoma corporation, with its principal place of business in Oklahoma. Both corporations transact business in Oklahoma and Texas.

The case arises out of a contract between the parties, the terms of which are in dispute because of a claim made upon defendant by the Texas Railroad Commission concerning some of the oil and gas leasehold interests covered by the contract between the parties. All the leaseholds covered by the contract are

located in Texas. The contract specifically provides that the laws of the State of Texas will apply to any disputes arising out of the contract. The Texas Railroad Commission rules concerning plugging of wells are directly at issue. The contract is carried out in the State of Texas, as the location of all the leaseholds and the site of plaintiff's operating and managing of the wells. Many witnesses reside in Texas, and the land and Commission records are located in Texas, although plaintiff claims to have copies in Tulsa of most of the pertinent documentation necessary.

The only other contact with this forum concerning the matters to be litigated is that this is the plaintiff's residence and the fact that the contract was signed in Tulsa.

The controlling statutory provision, Title 28 U.S.C. §1404(a) provides:

For the convenience of parties and witnesses, and in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought.

Initially, the Court notes the threshold requirement established in §1404(a) has been met. It is clear this case could have been brought in the United States District Court for the Western District of Texas, San Antonio Division, as the district in which defendant is doing business, pursuant to 28 U.S.C. §1391(c).

A transfer under Section 1404(a) is within the discretion of the trial court. Wm. A. Smith Contracting Co. v. Travelers Indemnity Co., 467 F.2d 662 (10th Cir. 1972). The burden of establishing that the action should be transferred is on the

movant. Unless the evidence and circumstances of the case are strongly in favor of the transfer, the plaintiff's choice of forum should not be disturbed. Houston Fearless Corp. v. Teter, 318 F.2d 822 (10th Cir. 1963).

Consideration of the plaintiff's choice of forum greatly diminishes where none of the conduct complained of occurred in the selected forum. Koeneke v. Greyhound Lines, Inc., 289 F.Supp. 487 (W.D.Okla. 1968). Location of witnesses is also a proper factor to consider. Northwest Animal Hospital, Inc. v. Earnhardt, 452 F.Supp. 191 (W.D.Okla. 1977).

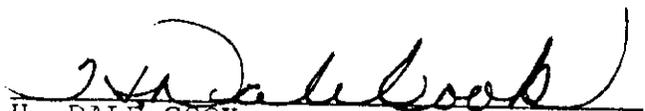
A court must also consider the interests of justice. A Texas court sitting in diversity jurisdiction would be acquainted with the state laws and regulations governing the action. The applicability of Texas state law was agreed to by the parties. The lawsuit concerns and touches minerals and leaseholds located in Texas. Any conflict as to unperformed contractual duties would be best resolved in the forum where such duties were to be carried out.

Based upon the foregoing consideration of the circumstances of this case and Section 1404(a), the Court finds and concludes that defendant has sufficiently established that the trial of this action would be more conveniently carried through and the interests of justice more completely served in the United States District Court for the Western District of Texas, San Antonio Division.

Accordingly, it is Ordered that the motion of defendant for transfer or change of venue should be and hereby is sustained.

This case should be transferred to the United States District Court for the Western District of Texas, San Antonio Division. The Clerk of this Court will effect the transfer without delay.

IT IS SO ORDERED this 30th day of May, 1986.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

R. K. PIPE & SUPPLY, INC.,)
)
Plaintiff,)
)
vs.)
)
MELVIN McGEE, a/k/a)
MELRAY DRILLING CO.,)
)
Defendant.)

No. 82-C-821-E

FILED

MAY 15 1986

JUDGMENT

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Based on the stipulation of the parties (which was submitted to this Court's official reporter for transcription) that the Defendant's counterclaim for fraud should be dismissed, and that the actual damages sustained by the Defendant on its counterclaim for breach of warranty was \$6,537.22, the Court finds that Defendant's counterclaim for fraud should be dismissed with prejudice, and that judgment should be entered on Defendant's counterclaim for breach of warranty in favor of Defendant, Melvin McGee a/k/a Melray Drilling Co., and against the Plaintiff, R. K. Pipe & Supply, Inc. in the amount of \$6,537.22, plus attorney's fees to be set upon application and the costs of the action.

DATED this 29th day of May, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

MAY 29 1986

JACK G. SILVER, CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

WESTLAND ENERGY 1981-1 LTD.,)
et al.,)

Plaintiffs,)

v.)

BANK OF COMMERCE AND TRUST)
COMPANY, et al.,)

No. 83-C-1025-B

Defendants,)

v.)

KRISTINE G. PINEGAR,)

Third Party)
Defendant.)

STIPULATION OF DISMISSAL

Pursuant to Rule 41, Federal Rules of Civil
Procedure, the undersigned, representing all of the parties to
this action, by and through their counsel, stipulate as follows:

1. All claims contained in plaintiffs' Amended
Complaint against defendants Hurricane Energy Corporation and
HEC Supply Company shall be forthwith dismissed with prejudice.

RDM Counts I, IV, VI, VIII, IX, X, XI, XII, XIII, XIV
~~XIX~~ *with*
~~XIX~~ *KSU*
and XVIII of the Amended Complaint shall be forthwith dismissed
with prejudice as to defendants Bank of Commerce and Trust
Company and Larry D. Sweet.

3. It is expressly recognized and agreed by all parties hereto that this Stipulation shall not operate as a dismissal of any of the claims in the Amended Complaint against defendants Leonard D. Rice, Newport Oil and Gas, Inc. and Emerald Bay Energy, Inc. It is further expressly recognized and agreed that all factual allegations in the Amended Complaint against the various defendants shall remain intact to the extent that such allegations are material or relevant to plaintiffs' claims against the defendants.

Dated: May 28, 1986 DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON
GIAUQUE & WILLIAMS

By Kendy A. Faber
Attorneys for Plaintiffs

Dated: 5/22/86 BARKLEY, ERNST, WHITE & HARTMAN

By [Signature]
Attorneys for Defendant
Bank of Commerce & Trust Company

Dated: 5/28/86 ABOWITZ & WELCH

By [Signature]
Attorneys for Defendants
Larry D. Sweet, Hurricane Energy
Corporation and HEC Supply
Company

Dated: 5/28/86 Alan B. Mitchell
ALAN B. MITCHELL

Attorney for Defendants
Leonard D. Rice, Newport Oil &
Gas, Inc. and Emerald Bay
Energy, Inc.

COPY

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

COMPRESSOR SYSTEMS, INC.,)
)
Plaintiff,)
)
vs.)
)
R. H. OPERATING COMPANY,)
)
Defendant.)

Case No. 85-C-1137C

DEFAULT JUDGMENT OF
R. H. OPERATING COMPANY

The above-entitled cause coming on for hearing on the Motion and Affidavit of Plaintiff for an Order adjudging the Defendant, R. H. Operating Company, to be in default for want of appearance or answer in any form in said action, on all the records and files herein, and it appearing to the Court that the Defendant, R. H. Operating Company, has been duly and legally served by serving the Secretary of State with summons by certified mail, return receipt requested, in this action, and that due proof thereof has been filed, and that more than twenty (20) days have elapsed since the date of said service and said Motion having been duly considered by the Court and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that the Defendant, R. H. Operating Company, be, and it is hereby, adjudged to be in default in this action.

IT IS FURTHER ORDERED that judgment in favor of Compressor Systems, Inc., Plaintiff, and against R. H. Operating Company, Defendant, shall enter in accordance with the prayer of Plaintiff's Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Compressor Systems, Inc., have and recover from Defendant, R. H. Operating Company, judgment in the sum of \$10,279.11, with interest thereon at the rate of ten percent (10%)

per annum from February 24, 1983, until paid, together with costs and disbursements incurred in this action amounting to the sum of \$ 70⁰⁰ and a judgment for reasonable attorney's fees in the amount of \$ 850⁰⁰.

DATED this 29th day of May, 1986.

s/H. DALE COOK

UNITED STATES DISTRICT JUDGE

NAIFEH & WOSKA
A Professional Corporation
100 Colcord Building
15 N. Robinson
Oklahoma City, Oklahoma 73102

ATTORNEYS FOR PLAINTIFF

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ELVIS HENSLEY,)
)
 Defendant.)

CIVIL ACTION NO. 86-C-211-C

DEFAULT JUDGMENT

This matter comes on for consideration this 28 day of May, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Elvis Hensley, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Elvis Hensley, was served with Summons and Complaint on April 17, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

Elvis Hensley, for the principal sum of \$3,362.56, plus accrued interest of \$21.15 as of December 31, 1982, plus interest thereafter at the rate of 4 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.56 percent per annum until paid, plus costs of this action.

~~S/AL~~

UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

T.H.J. CORPORATION, a Nevada
corporation; PHOENIX INTERNATIONAL
DEVELOPMENT CORPORATION, a
Canadian corporation; MEGALINE
RESOURCES, LTD., a Canadian
corporation; CENTURY EXPLORATION,
INC., a Canadian corporation;
CAPOZZI ENTERPRISES, LTD., a
Canadian corporation; LEONARD
UDELL, an individual; and
CANADIAN ENERGY, INC., an
Oklahoma corporation,

Plaintiffs,

vs.

CLARENCE R. WRIGHT, an
individual; C.R. WRIGHT
ASSOCIATES MANAGEMENT, INC.,
an Oklahoma corporation;
YUKON NATIONAL BANK, a national
bank; DONAL W. MOUNT, an individual
and ALAN BERRY WHITE, an
individual,

Defendants.

Case No. 85-C-532-B

ORDER OF DISMISSAL

Upon the Stipulation of Dismissal filed by the parties
in the above captioned case,

IT IS ORDERED, that the following named defendants, to-wit:
Clarence R. Wright, an individual; C.R. Wright Associates Management,
Inc., an Oklahoma corporation; Yukon National Bank, a national bank;
and Donal W. Mount, an individual, are hereby dismissed from said
case, with prejudice.

DATED this 29th day of May, 1986.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

~~SECRET~~

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MIDWESTERN UNITED LIFE
INSURANCE COMPANY,

Plaintiff,

vs.

DANIEL E. FAIRCHILD, as Trustee
of THE SUSAN MARIE "SUMI"
MILLER TRUST, et al.,

Defendants.

No. 85-C-1074-B ~~16~~

Cena
85-C-1087-B ✓

FIREMAN'S FUND AMERICAN LIFE
INSURANCE COMPANY,

Plaintiff,

vs.

DANIEL E. FAIRCHILD, as Trustee
of THE SUSAN MARIE "SUMI"
MILLER TRUST, et al.,

Defendants.

ORDER

This matter comes before the Court upon request of all parties to this action. The Court finds as follows:

1. The Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1335.

CHS
85 18

2. By Order dated December 18, 1985, this Court permitted the plaintiff, Fireman's Fund Life Insurance Company ("Firemans"), to deposit into Court the sums of \$122,823.60, \$100,000.00 and \$100,000.00.

3. These sums were placed into a Certificate of Deposit which matures on the 17th day of June, 1986.

4. The sums of \$122,823.60, \$100,000.00 and \$100,000.00 represent the proceeds of three insurance policies issued by Fireman's. The proceeds of Policy No. PXL 3604926 are \$122,823.60; the proceeds of Policy No. GXB 3831546 are \$100,000.00; the proceeds of Policy No. GXB 3831552 are \$100,000.00.

5. Disclaimers as to any right or claim to the insurance policies listed below have been filed by the following defendants:

<u>Name</u>	<u>Policy as to Which Disclaimer Filed</u>
Daniel E. Fairchild, as Executor and Personal Representative of the Estate of Susan Marie Miller	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Ethel Marie Kembro	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Ben K. and Laura McGill	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Telecommunications Management and Resources, Inc.	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552

6. By Answers filed herein, the following defendants make claims as to proceeds making up the sums on deposit with the Court:

<u>Name</u>	<u>Policy as to Which Claim Made</u>
Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552

7. The proceeds of Fireman's Policy No. PXL 3604926, being \$122,823.60, which were deposited into Court, and accrued interest thereon, together with the remaining proceeds of Policy Nos. GXB 3831546 and GXB 3831552 plus accrued interest thereon shall be paid to Chapel, Wilkinson, Riggs & Abney, as attorneys for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust, upon maturity of the Certificate of Deposit.

8. Due to its deposit into Court of the sum of \$122,823.60, Fireman's is discharged from any and all further liabilities herein relating to Fireman's Policy No. PXL 3604926.

9. For that portion of its action relating to Policy No. PXL 3604926 Fireman's is entitled to an award of attorneys fees in the amount of \$877.47, the judgment for said fee to be against Daniel E. Fairchild as the Trustee of the Susan Marie Miller Trust.

10. Due to its deposit into Court of the sums of \$100,000.00 and \$100,000.00, Fireman's is discharged from any and all further liabilities herein relating to Fireman's Policy Nos. GXB 3831546 and GXB 3831552 except for any and all liabilities which may

arise from the Holiday Accidental Death Benefit sections of the policies and for interest owed.

11. There is no just reason to delay entry of a final judgment as to the findings of the Court herein.

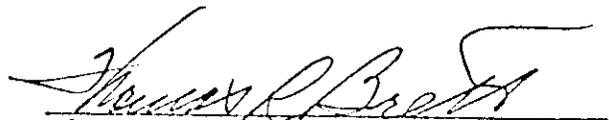
12. Entry of final judgment is directed as follows:

a. Judgment for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust, in the amount of the proceeds of Fireman's Policy Nos. PXL 3604926, GXB 3831546 and GXB 3831552, which were deposited into Court, and accrued interest thereon; and

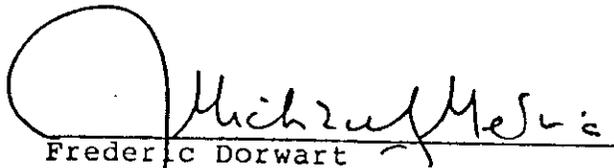
b. Judgment for Fireman's in the amount of \$877.47.

13. The Court hereby directs and orders the Clerk of the Court to distribute the amounts described herein to Chapel, Wilkinson, Riggs & Abney as attorney for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust.

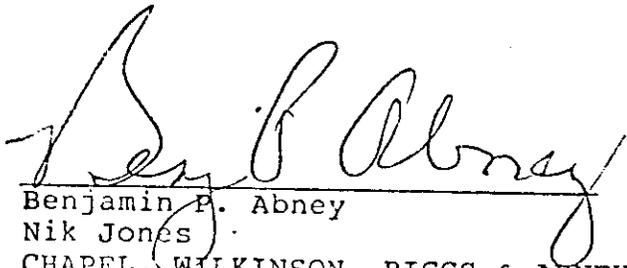
Dated this 29th day of May, 1986.


Thomas R. Brett
United States District Judge

APPROVED AS TO FORM AND CONTENT:



Frederic Dorwart
J. Michael Medina
HOLLIMAN, LANGHOLZ, RUNNELS
& DORWART
700 Holarud Building
Ten East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471
Attorneys for Plaintiffs



Benjamin P. Abney
Nik Jones
CHAPEL, WILKINSON, RIGGS & ABNEY
502 West Sixth Street
Tulsa, Oklahoma 74119
(918) 587-3161
Attorneys for Daniel E.
Fairchild, as Trustee of The
Susan Marie "Sumi" Miller Trust



Floyd L. Walker
J. Warren Jackman
PRAY, WALKER, JACKMAN
WILLIAMSON & MARLAR
Oneok Plaza, 9th Floor
Tulsa, Oklahoma 74103
(918) 584-4136
Attorneys for Telecommunications
Management and Resources, Inc.

Entered

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MIDWESTERN UNITED LIFE)
INSURANCE COMPANY,)

Plaintiff,)

vs.)

DANIEL E. FAIRCHILD, as Trustee)
of THE SUSAN MARIE "SUMI")
MILLER TRUST, et al.,)

Defendants.)

No. 85-C-1074-B ✓
Cena
85-C-1089-B

FIREMAN'S FUND AMERICAN LIFE)
INSURANCE COMPANY,)

Plaintiff,)

vs.)

DANIEL E. FAIRCHILD, as Trustee)
of THE SUSAN MARIE "SUMI")
MILLER TRUST, et al.,)

Defendants.)

ORDER

This matter comes before the Court upon request of all parties to this action. The Court finds as follows:

1. The Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1335.

OK
55

2. By Order dated December 18, 1985, this Court permitted the plaintiff, Fireman's Fund Life Insurance Company ("Firemans"), to deposit into Court the sums of \$122,823.60, \$100,000.00 and \$100,000.00.

3. These sums were placed into a Certificate of Deposit which matures on the 17th day of June, 1986.

4. The sums of \$122,823.60, \$100,000.00 and \$100,000.00 represent the proceeds of three insurance policies issued by Fireman's. The proceeds of Policy No. PXL 3604926 are \$122,823.60; the proceeds of Policy No. GXB 3831546 are \$100,000.00; the proceeds of Policy No. GXB 3831552 are \$100,000.00.

5. Disclaimers as to any right or claim to the insurance policies listed below have been filed by the following defendants:

<u>Name</u>	<u>Policy as to Which Disclaimer Filed</u>
Daniel E. Fairchild, as Executor and Personal Representative of the Estate of Susan Marie Miller	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Ethel Marie Kembro	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Ben K. and Laura McGill	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552
Telecommunications Management and Resources, Inc.	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552

6. By Answers filed herein, the following defendants make claims as to proceeds making up the sums on deposit with the Court:

<u>Name</u>	<u>Policy as to Which Claim Made</u>
Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust	Fireman's PXL 3604926 Fireman's GXB 3831546 Fireman's GXB 3831552

7. The proceeds of Fireman's Policy No. PXL 3604926, being \$122,823.60, which were deposited into Court, and accrued interest thereon, together with the remaining proceeds of Policy Nos. GXB 3831546 and GXB 3831552 plus accrued interest thereon shall be paid to Chapel, Wilkinson, Riggs & Abney, as attorneys for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust, upon maturity of the Certificate of Deposit.

8. Due to its deposit into Court of the sum of \$122,823.60, Fireman's is discharged from any and all further liabilities herein relating to Fireman's Policy No. PXL 3604926.

9. For that portion of its action relating to Policy No. PXL 3604926 Fireman's is entitled to an award of attorneys fees in the amount of \$877.47, the judgment for said fee to be against Daniel E. Fairchild as the Trustee of the Susan Marie Miller Trust.

10. Due to its deposit into Court of the sums of \$100,000.00 and \$100,000.00, Fireman's is discharged from any and all further liabilities herein relating to Fireman's Policy Nos. GXB 3831546 and GXB 3831552 except for any and all liabilities which may

arise from the Holiday Accidental Death Benefit sections of the policies and for interest owed.

11. There is no just reason to delay entry of a final judgment as to the findings of the Court herein.

12. Entry of final judgment is directed as follows:

a. Judgment for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust, in the amount of the proceeds of Fireman's Policy Nos. PXL 3604926, GXB 3831546 and GXB 3831552, which were deposited into Court, and accrued interest thereon; and

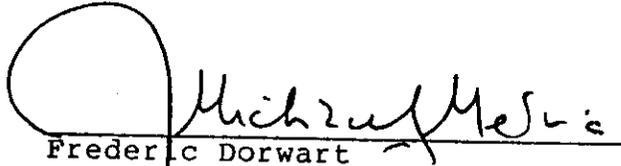
b. Judgment for Fireman's in the amount of \$877.47.

13. The Court hereby directs and orders the Clerk of the Court to distribute the amounts described herein to Chapel, Wilkinson, Riggs & Abney as attorney for Daniel E. Fairchild, as Trustee of the Susan Marie Miller Trust.

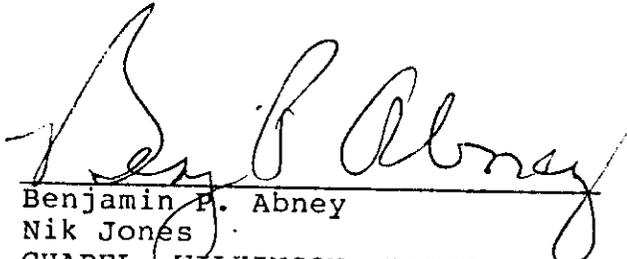
Dated this 29th day of May, 1986.


Thomas R. Brett
United States District Judge

APPROVED AS TO FORM AND CONTENT:



Frederic Dorwart
J. Michael Medina
HOLLIMAN, LANGHOLZ, RUNNELS
& DORWART
700 Holarud Building
Ten East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471
Attorneys for Plaintiffs



Benjamin P. Abney
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CHAPEL, WILKINSON, RIGGS & ABNEY
502 West Sixth Street
Tulsa, Oklahoma 74119
(918) 587-3161
Attorneys for Daniel E.
Fairchild, as Trustee of The
Susan Marie "Sumi" Miller Trust



Floyd L. Walker
J. Warren Jackman
PRAY, WALKER, JACKMAN
WILLIAMSON & MARLAR
Oneok Plaza, 9th Floor
Tulsa, Oklahoma 74103
(918) 584-4136
Attorneys for Telecommunications
Management and Resources, Inc.

extended COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 29 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

BILLY M. FULTON and)
BARBARA FULTON, Husband and Wife,)
)
Plaintiffs,)

vs.)

Case No. 86-C-450 C

BILL W. BUSH, ARROW SPECIALTY)
CO., an Oklahoma corporation;)
NORTHERN GROUP SERVICES, INC.,)
a foreign corporation; MASCO)
CORPORATION, a foreign)
corporation; LAFAYETTE LIFE)
INSURANCE COMPANY, a foreign)
corporation; WASHINGTON NATIONAL)
INSURANCE COMPANY OF AMERICA,)
a foreign corporation,)
)
Defendants.)

DISMISSAL WITHOUT PREJUDICE

COME NOW the Plaintiffs and hereby dismiss the Defendant,
LAFAYETTE LIFE INSURANCE COMPANY, a foreign
corporation, in the above cause without prejudice.

DATED this 29th day of May, 1986.

W.C. SELLERS, INC.
Attorneys for Plaintiffs

By: Karen L. King
Karen L. King OBA #10089
P.O. Box 1404
Sapulpa, Oklahoma 74067
918-224-5357

CERTIFICATE OF MAILING

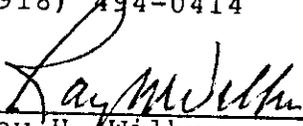
I hereby certify that on this 29th day of May, 1986, a true and correct copy of the above and foregoing Dismissal Without Prejudice was mailed, with the proper postage thereon, to the following:

J. Patrick Cremin
Vicki J. Limas
Attorneys at Law
HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Okla. 74172

Baron L. King

APPROVED:

WILBURN & MASTERSON
2512-E 71st Street
Tulsa, Oklahoma 74136
(918) 494-0414



Ray H. Wilburn
Attorney for plaintiff

BAKER, BAKER & SMITH
2140 Liberty Tower
Oklahoma City, Oklahoma 73102
(405) 232-3487



Michael L. Bardrick
Attorney for defendant

Entered

FILED

MAY 29 1986 5096

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF OKLAHOMA

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Plaintiff,

vs

DAVID ALAN ISELEY, RICHARD
BRINTON WILES, KIMBERLY ANN CLAPP,
ESTATE OF JASON MARSHALL, JEANNE
H. WILES, MR. TOM MARSHALL, MRS.
TOM MARSHALL, MR. KENNETH CLAPP, and
MRS. KENNETH CLAPP,

Defendants,

MR. KENNETH CLAPP, and MRS. KENNETH
CLAPP, as Father and Mother and next
friend for KIMBERLY ANN CLAPP,

Cross-Plaintiffs,

vs

RICHARD BRINTON WILES, and his Mother,
JEANNE H. WILES, and DAVID ALAN ISELEY,
and his Father and Mother, MR. DAVID
ISELEY, and MRS. DAVID ISELEY,

Cross-Defendants.

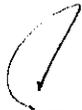
Case No.: 85-C-901-B

ON THIS 29th day of May, 1986, the above captioned matter

comes on before me the undersigned Judge of the District Court upon Application to Dismiss Cross Complaint of cross-plaintiffs against cross-defendants. The Court finds that said cross-complaint has been fully and finally resolved and that this Application should be granted and the cross complaint of Kenneth Clapp and Mrs. Kenneth Clapp, as father and mother of next friend for Kimberly

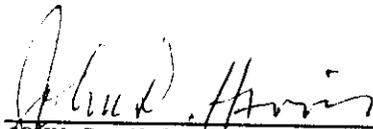
Ann Clapp be dismissed with prejudice.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that cross complaint of Kenneth Clapp and Mrs. Kenneth Clapp as father and mother and next friend for Kimberly Ann Clapp be dismissed with prejudice.

 S/ THOMAS R. BRETT

JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM



JOHN D. HARRIS
Attorney for Cross Plaintiffs
Mr. Kenneth Clapp and Mrs. Kenneth
Clapp, as father and mother and next
friend for Kimberly Ann Clapp



SCOTT T. KNOWLES
Attorney for Cross Defendants
Richard Brinton Wiles and his mother
Jeanne H. Wiles

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 29 1986 *ky*

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

INTERCOASTAL PARTNERSHIP # 3,)
a general partnership composed)
of Intercoastal Leasing Corporation,)
Ltd., its general and managing)
partner, a California corporation,)
Plaintiff,)
vs.)
FRED R. ESCOTT,)
Defendant.)

No. 85-C-223-B ✓

O R D E R

This matter was initially filed on March 5, 1986. At the initial status conference of August 1, 1985, plaintiff's counsel represented to the Court that plaintiff had obtained service on the defendant. At a status conference held six months later in the case, on February 5, 1986, plaintiff's counsel admitted that defendant had not yet been served. The Court set a further status conference on April 9, 1986. Plaintiff's counsel did not appear at the April 9, 1986 status conference.

There being no return on service in this case after a year of carrying the matter on the Court's docket, and in light of plaintiff's counsel's failure to appear, this matter is hereby dismissed, without prejudice, for failure to prosecute.

IT IS SO ORDERED this 29th day of May, 1986.

Thomas R. Brett

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 29 1986

JACK G. SILVER, CLERK
U.S. DISTRICT COURT

BILLY M. FULTON and)
 BARBARA FULTON, Husband and Wife,)
)
 Plaintiffs,)
 vs.)
)
 BILL W. BUSH, ARROW SPECIALTY)
 CO., an Oklahoma corporation;)
 NORTHERN GROUP SERVICES, INC.,)
 a foreign corporation; MASCO)
 CORPORATION, a foreign)
 corporation; LAFAYETTE LIFE)
 INSURANCE COMPANY, a foreign)
 corporation; WASHINGTON NATIONAL)
INSURANCE COMPANY OF AMERICA)
a foreign corporation)
)
 Defendants.)

Case No. 86-C-450 C

DISMISSAL WITHOUT PREJUDICE

COME NOW the Plaintiffs and hereby dismiss the Defendant,
WASHINGTON NATIONAL INSURANCE COMPANY OF AMERICA, a foreign
corporation, in the above cause without prejudice.

DATED this 29th day of May, 1986.

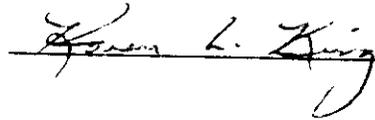
W.C. SELLERS, INC.
Attorneys for Plaintiffs

By: Karen L. King
 Karen L. King OBA #10089
 P.O. Box 1404
 Sapulpa, Oklahoma 74067
 918-224-5357

CERTIFICATE OF MAILING

I hereby certify that on this 27th day of May, 1986, a true and correct copy of the above and foregoing Dismissal Without Prejudice was mailed, with the proper postage thereon, to the following:

J. Patrick Cremin
Vicki J. Limas
Attorneys at Law
HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Okla. 74172



IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

J. C. WILLIAMS d/b/a J. C.'s)
ROOFING & CONTRACTING COMPANY,)
)
Plaintiff,)
v.) No. 85-C-500-E
)
SOUTHWESTERN BELL YELLOW PAGES,)
INC., SOUTHWESTERN BELL MEDIA,)
INC., SOUTHWESTERN BELL)
PUBLICATIONS, INC.,)
)
Defendants.)

F I L E
MAY 19 1986

ORDER OF DISMISSAL

NOW ON THIS 28th day of May, 1986, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint with prejudice to any future action. The Court being fully advised in the premises finds that said Complaint should be dismissed pursuant to said Application.

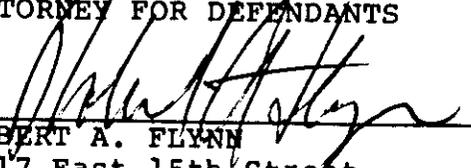
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against defendants be and the same hereby are dismissed with prejudice to any future action. All parties shall bear their own costs and fees.

57 JAMES O. ELLISON
JAMES O. ELLISON
JUDGE, DISTRICT COURT OF THE
UNITED STATES, NORTHERN DISTRICT

APPROVALS:



DAN T. FOLEY, OBA #3603
800 N. Harvey, Rm. 310
Okla. City, OK 73102
Telephone: 405/236-6757
ATTORNEY FOR DEFENDANTS



ROBERT A. FLYNN
1717 East 15th Street
Tulsa, OK 74104
Telephone: 918/747-5159
ATTORNEY FOR PLAINTIFF
J. C. WILLIAMS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 23 1986

THOMAS E. BLACKWELL AND BEVERLY C.)
BLACKWELL, TRUSTEES OF THE BEVERLY)
JEAN CRAWFORD BLACKWELL TRUST,)
UNDER TRUST INDENTURE DATED AUGUST)
18, 1982,)

Plaintiffs,)

vs.)

Case No. 85-C-578-E)

TRINITY RIVER THOROUGHBREDS, INC.,)
WILLIAM H. JOINER, JR., RICKY)
CUNDIFF, AND CHRIS MASTERSON,)

Defendants.)

AGREED JOURNAL ENTRY OF JUDGMENT

On this 23rd day of May, 1986, the Plaintiff having filed the captioned cause and Defendants, Trinity River Thoroughbreds, Inc., ("Trinity River"), William H. Joiner, Jr., ("Joiner"), and Chris Masterson ("Masterson"), choosing not to further contest the allegations of the Complaint, have agreed to have judgment taken against said Defendants in accordance with the terms and conditions set forth in the Stipulation by and between the Plaintiff and said Defendants filed herein on May 5, 1986.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. That each and every allegation of the Complaint set forth in paragraphs 1 through 71, inclusive, is true and correct with respect to Defendants, Trinity River and Joiner.

2. That Defendants Trinity River, Joiner and Masterson are jointly and severally liable for the violation of the Oklahoma Securities Act, 71 O.S. §301 and §408(1)(a).

3. That the liability of Masterson was not the result of any intentional or willful act as Secretary/Treasurer of Trinity

River, or individually, but that his actions were unintentional as they pertain to him individually or through his corporate capacity.

4. That Trinity River and Joiner are jointly and severally liable for the violation of the Texas Securities Act, Tex. Civ. Stat. Art. 581.7 33A(1) and 33F.

5. That Trinity River and Joiner are jointly and severally liable for the violation of Section 12(2) of the Securities Act of 1933, 15 U.S.C., §77(1)(2).

6. That Trinity River and Joiner are jointly and severally liable for the violation of the Oklahoma Securities Act, 71 O.S. §408(a)(2).

7. That Trinity River and Joiner are jointly and severally liable for the violation of the Texas Securities Act, Tex. Civ. Stat. Art. 581.33A(2).

8. That as a result of the foregoing, Trinity River, Joiner and Masterson are jointly and severally liable to the Plaintiff for actual damages in the amount of \$102,548.08, together with pre-judgment interest at the rate of ten percent (10%) running from August 28, 1980, all court costs and other costs associated with the bringing of this action and a reasonable attorney's fee in the amount of Ten Thousand Dollars (\$10,000.00), together with post-judgment interest thereon at the lawful rate from date of judicial demand until paid.

9. That Trinity River and Joiner, only, are jointly and severally liable for punitive damages in the total sum of One Hundred Thousand Dollars (\$100,000.00) to the Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff should be and is hereby awarded judgment against Trinity River, Joiner and Masterson in the total amount of One Hundred Two Thousand Five Hundred Forty Eight Dollars and Eight Cents (\$102,548.08), together with interest at the statutory rate, the cost of this action and a reasonable attorney's fee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff should be and is hereby awarded judgment against the Defendants Trinity River and Joiner for punitive damages in the amount of One Hundred Thousand Dollars (\$100,000.00).

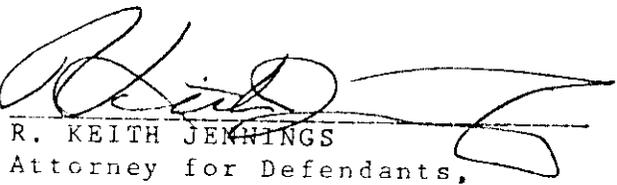
S/ JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

APPROVED:

LEVINSON & SMITH,
Attorneys for Plaintiff

By  _____
JEFFREY G. LEVINSON
OBA NO. 10093

 _____
R. KEITH JENNINGS
Attorney for Defendants,
Trinity River Thoroughbreds,
Inc., William H. Joiner, Jr.,
and Chris Masterson

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

DWIGHT F. ROBINSON,)
)
 Plaintiff,)
)
 vs.)
)
 OTIS R. BOWEN, M.D., Secretary of)
 Health and Human Services for the)
 United States of America,)
)
 Defendant.)

Case No. 86-C-6-E

FILED

MAY 29 1986

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

ORDER

Upon the Motion to Remand for Reconsideration of the Plaintiff, Dwight F. Robinson, the Defendant, the Secretary of Health and Human Services, having failed to contest the requested remand of the Plaintiff, and for good cause shown, pursuant to the Social Security Disability Benefits Reform Act of 1984 and 42 U.S.C. Section 405(g), it is hereby ORDERED that this case be remanded to the Secretary for readjudication.

DATED this 25th day of May, 1986.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

Kurt M. Kennedy
KURT M. KENNEDY
Attorney for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAY 28 1986

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JAMES B. BERRY,)
)
 Defendant.)

CIVIL ACTION NO. 86-C-367-E

DEFAULT JUDGMENT

This matter comes on for consideration this 28th day of May, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, James B. Berry, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, James B. Berry, acknowledged receipt of Summons and Complaint on April 24, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

James B. Berry, for the principal sum of \$751.27, plus interest after judgment at the current legal rate of 6.56 percent per annum until paid, plus costs of this action.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

THE ANDERSON GROUP, formerly)
Anderson Safeway Guardrail Corp.,)

Plaintiff,)

vs.)

Case No. 85-C-988-E

SUN BELT GUARD RAIL, INC.; WASHITA)
CONSTRUCTION COMPANY; AMERICAN)
CASUALTY OF READING; KOSS CON-)
STRUCTION COMPANY; UNITED PACIFIC)
INSURANCE; STATES CONSTRUCTION)
COMPANY; U.S. FIDELITY and)
GUARANTEE COMPANY; HASKELL-LEMON)
CONSTRUCTION COMPANY; and NATIONAL)
FIRE INSURANCE OF HARTFORD,)

Defendants.)

FILED
MAY 29 1986

ORDER DISMISSING WITH PREJUDICE
DEFENDANTS, HASKELL-LEMON CONSTRUCTION
COMPANY AND NATIONAL FIRE INSURANCE OF HARTFORD

IT IS ORDERED that Plaintiff's Motion to Dismiss with Prejudice Defendants', Haskell-Lemon Construction Company and National Fire Insurance of Hartford, is hereby granted and these Defendants are hereby dismissed with prejudice.

DATED this 28th day of May, 1986.

S/ JAMES O. ELLISON
JAMES O. ELLISON
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 28 1986

JACK E. SILVER, CLERK
U.S. DISTRICT COURT

W. KENNETH SHIELDS,)
)
Plaintiff,)
)
vs.)
)
C & J EMERGENCY SERVICES, INC.,)
an Oklahoma corporation, and)
C & J EMERGENCY SERVICES OF)
ROGERS COUNTY, INC., an)
Oklahoma corporation,)
)
Defendant.)

Case No. 86-C-10-E

D I S M I S S A L

COMES NOW the Plaintiff and hereby dismisses the
above cause with prejudice.

DATED this 27 day of May, 1986.

W. Kenneth Shields
W. KENNETH SHIELDS

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

CITY OF TULSA, OKLAHOMA,)
a municipal corporation,)
)
Plaintiff,)
)
vs.)
)
CARROTHERS CONSTRUCTION CO.,)
INC., a foreign corporation,)
and FIDELITY AND DEPOSIT)
COMPANY OF MARYLAND, a)
foreign corporation,)
)
Defendants.)

No. 85-C-1006-B

FILED
MAY 28 1986

STIPULATION OF DISMISSAL

COME NOW the parties in the above-entitled lawsuit, by
and through their attorneys, and stipulate that this cause is
hereby dismissed with prejudice pursuant to Rule 41(a)(1) of the
Federal Rules of Civil Procedure.

CITY OF TULSA, OKLAHOMA
a municipal corporation
Neal E. McNeill
City Attorney

CARROTHERS CONSTRUCTION
CO., INC. and FIDELITY
AND DEPOSIT COMPANY
OF MARYLAND

By: Martha Rupp Carter
Martha Rupp Carter
Assistant City Attorney
200 Civic Center, Room 316
Tulsa, OK 74103
(918) 592-7717

By: Stephen R. Miller
Stephen R. Miller
Miller & Bash, P.C.
4310 Madison Avenue
Kansas City, MO 6411
(816) 531-0755
Attorney for Defendants

Entered

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 28 1986

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

IN RE:)
)
 KENNETH E. TUREAUD, a/k/a)
 KENNETH E. TUREAUD, d/b/a)
 SAKET PETROLEUM COMPANY, a/k/a)
 KENNETH E. TUREAUD, d/b/a)
 KESAT, a/k/a SAKET PETROLEUM)
 COMPANY)
)
 Debtor,)
)
 R. DOBIE LANGENKAMP, Trustee)
)
 Plaintiff,)
)
 v.)
)
 OKLAHOMA NATIONAL BANK,)
)
 Defendant.)

No. 85-C-100-B

O R D E R

Comes now before the Court Appellant Oklahoma National Bank's appeal from the final judgment of the Bankruptcy Court entered on January 23, 1985 in Case No. 82-01269, Adversary No. 84-0134. The Plaintiff below brought this action in the Bankruptcy Court to recover an alleged preferential transfer under Title 11 U.S.C. § 547. The evidence shows that on March 17, 1980, the Debtor owned a certain jet commander aircraft which was pledged as collateral to secure a promissory note in the amount of \$400,000.00, as evidenced by a Security Agreement dated March 17, 1980, in favor of Penn Square National Bank. Oklahoma National Bank purchased this note and security agreement from the FDIC, the Receiver of Penn Square, on July 8, 1982, and succeeded to the rights of Penn Square under the note. During the 90 days prior to the filing of the case, Debtor made two payments on the

promissory note totaling \$58,631.88. After the above payments were made the ending principal balance on the note was \$285,605.02. The sole issue in the Bankruptcy Court on this matter was whether the Defendant was an under-secured creditor. The answer to that question depends upon the value of the airplane in September and October of 1982. The trial court determined that on October 15, 1982 the value of the aircraft was \$275,000.00. Oklahoma National Bank now appeals from this determination. The Bankruptcy Judge's decision must be affirmed absent this Court's finding that such decision was clearly erroneous. Federal Rule of Civil Procedure 52(a), Bankruptcy Rules 8013.

Having reviewed the briefs on appeal and the transcript of the proceedings in the Bankruptcy Court, this Court finds that the determination of the Bankruptcy Court regarding the value of the airplane on October 15, 1982 is not clearly erroneous. The evidence presented by the Trustee clearly established that the fair market value for the airplane in March, 1983, was \$265,000.00 and the fair market value in December of 1983 was \$245,000.00. The actual sale price of the plane, \$245,000.00, is in fact probative or some evidence of the plane's value at a prior point in time. The Trustee testified that from the date of his appointment he took custody of the aircraft and oversaw its service and maintenance. The Court could reasonably conclude that the condition of the aircraft had not substantially deteriorated from the period of November, 1982 through December, 1983 when it was sold. The evidence further indicated that there was

an extensive amount of repair work that needed to be done on the plane. It was estimated that such repairs would cost in excess of \$100,000.00.

Defendant's expert stated that he referred to the aircraft price digest, the "blue book" of the airplane trade, in determining the value of the Tureaud aircraft. He referred to the Fall 1982 edition which was marked on the cover "received August 23, 1982". The Court therefore concludes that the prices reflected in the Fall blue book were set somewhat in advance of August 23, 1982. The Court further notes that the Penn Square Bank collapsed in early July 1982. Therefore, the prices in the blue book reflect prices before or around the collapse of the Penn Square Bank. The Court finds that in view of the rapid decline in the private aircraft market, the extensive and costly repairs required by the Tureaud plane, the two fixed market prices in March and December of 1983 and the condition of the aircraft under the care of the Trustee, the Bankruptcy Court's method of determining the value of the aircraft as of October 1982 was not clearly erroneous. While it may not have been a fail-proof method, it was certainly rational. The Court further finds that the Appellant was not denied a fair trial before the Bankruptcy Court by that Court's pointing out that it felt the credibility of the airplane digest guide was questionable and by inviting further comment on that issue. Finally, the Court finds that the proper date to fix the value of the collateral under Title 11, § 547 is October 15, 1982, the commencement of the case in Bankruptcy.

It is therefore Ordered that the final decision of the
Bankruptcy Court be and is hereby affirmed.

It is so Ordered this 23rd day of May, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

JUDGMENT ON JURY VERDICT

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

JEAN C. BLEVINS and
JACKSON J. BLEVINS

CIVIL ACTION
FILE NO.

86-C-374-C

vs.

LEWIS RESEARCH LABS CO., INC.
and JEWEL COMPANIES, INC.

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MAY 28 1986

FILED

This action came on for trial before the Court and a jury, Honorable H. DALE COOK

, United States District Judge, presiding.

The issues having been duly tried and the jury having duly rendered its verdict, it is ordered and adjudged that the Plaintiffs take nothing and that judgment be entered in favor of the Defendants and against the Plaintiffs, and that the Defendants recover of the Plaintiffs their costs of this action.

Dated at TULSA, OKLAHOMA

of May, 19 86.

, this 28th day


Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 28 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

HENRY A. FRENCH and
CHRISTINE S. FRENCH,

Plaintiffs,

vs.

LIFE INSURANCE COMPANY OF
THE SOUTHWEST,

Defendant.

Case No. 85-C-1026C

ORDER OF DISMISSAL

On this 27th day of May, 1986, upon written application of the parties for an order of dismissal with prejudice of the complaint and all causes of action, the Court, having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the complaint and have requested the Court to dismiss the complaint with prejudice to any future action, and the court, being fully advised in the premises, finds that said complaint should be dismissed; it is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the complaint and all causes of action of the Plaintiffs filed herein against the Defendant be and the same are hereby dismissed with prejudice to any further action.

s/H. DALE COOK

H. DALE COOK, JUDGE

JUDGMENT ON JURY VERDICT

United States District Court

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

BRENDA M. GRANT,
Plaintiff

CIVIL ACTION
FILE NO.

85-C-331-C

vs.

SKAGGS ALPHA BETA,
Defendant.

JACK C. SHYER, CLERK
U.S. DISTRICT COURT

MAY 28 1986

FILED

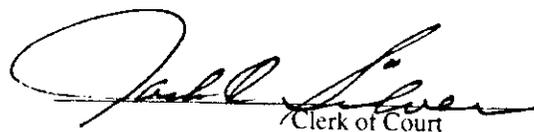
This action came on for trial before the Court and a jury, Honorable H. DALE COOK

, United States District Judge, presiding.

The issues having been duly tried and the jury having duly rendered its verdict, it is ordered and adjudged that the Plaintiff take nothing and that judgment be entered in favor of the Defendant and against the Plaintiff, and that the Defendant recover of the plaintiff their costs of this action.

Dated at Tulsa, Oklahoma
of May, 1986.

, this 28th day


Clerk of Court

FILED

MAY 27 1986

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JAMES F. RANEY and
DONNA RANEY,

Plaintiffs,

vs.

BURLINGTON NORTHERN RAILROAD
COMPANY,

Defendant.

No. 85-C-753-C

ORDER

Upon stipulation of the parties and for good cause shown,
plaintiffs' causes of action against the defendant are hereby
dismissed with prejudice to the refiling of such actions.

IT IS SO ORDERED this 23rd day of May, 1986.

(Signed) H. Dale Cook
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 27 1986

JAMES R. BLAKEMORE, an)
individual,)
)
Plaintiff,)
)
vs.)
)
ROBERT L. SCHWARTZ,)
)
Defendant.)

No. 84-C-293-E

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and at the conclusion of Plaintiff's evidence, Defendant Robert L. Schwartz moved for directed verdict on Plaintiff's claims, which the Court finds should be sustained as to Plaintiff's claims for breach of contract and conversion. At the conclusion of Defendant's evidence, Defendant moved for a directed verdict on Plaintiff's securities claim, which the Court finds should be sustained.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant Schwartz's motions for directed verdict be and are hereby sustained. The action is therefore dismissed, and Defendant Schwartz is awarded his costs of the action.

DATED this 23rd day of May, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 27 1986

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

UTICA NATIONAL BANK & TRUST)
CO., a national banking)
corporation, as special)
administrator of the estate)
of Robert Andre Lemoal,)
deceased,)

Plaintiff,)

vs.)

No. 85-C-644-E

BEEBE INTERNATIONAL, INC.,)
a Washington corporation,)
and KITO CORPORATION, a)
Japanese corporation,)

Defendants.)

ORDER

This case is now before the Court for consideration of the motions of Defendant Beebe International, Inc. ("Beebe") and Kito Corporation ("Kito") to dismiss for lack of in personam jurisdiction.

There is no dispute concerning the facts which are relevant to a determination of in personam jurisdiction. Utica National Bank & Trust Co. is serving as special administrator of the estate of Robert Andre Lemoal ("Lemoal") who died when he fell from a drilling platform located in the ocean off the coast of Saudi Arabia after a chain on an air chain hoist broke, dropping a thirty-eight ton blow-out preventor onto the wellhead platform where he was working. At the time, Lemoal was employed by Loffland Brothers Co., which is located in Tulsa, Oklahoma. The air chain hoist was manufactured by Beebe in Seattle, Washington

using a chain supplied to Beebe in Seattle, Washington by Kito. Loffland ordered the air chain hoist by making an inquiry with a Texas company, Manufacturer's Agency, Inc. Manufacturer's Agency sent a price quote to Loffland Brothers on Beebe stationary. Loffland ordered the air chain hoist from Mid-Continent Supply Co., another Texas corporation, as directed by Manufacturer's Agency. Beebe then sold the air chain hoist to its distributor, Mid-Continent Supply Co., who shipped the hoist to Houston, Texas where it was taken by sea cab to Saudi Arabia. At the time of the sale, during the latter half of 1981 and into early 1982, Beebe had no distributors for its products in the State of Oklahoma.

Both Beebe and Kito contend that they have insufficient contacts with the State of Oklahoma to satisfy the minimum contacts rule established in International Shoe Co. v. Washington, 326 U.S. 310, 66 S.Ct. 154, 90 L.Ed. 95 (1945), and further refined in World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980).

Plaintiff contends that Defendants have sufficient contact with the State of Oklahoma to satisfy the minimum contacts rule because Beebe delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in Oklahoma, and because Kito, in supplying component parts to Beebe, intended that its products be delivered in as broad a market as possible. Plaintiff cites Asahi Metal Industries Co. v. Superior Court, 720 P.2d 543 (Ca. 1985) in support of this argument. However Asahi is distinguishable from the case now

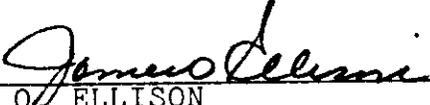
before the Court because it was established in Asahi that defendant Asahi had supplied parts to a tube manufacturer that sold twenty percent of its American sales in the State of California. Thus, it was clear that Asahi was serving the California market. In this case, no evidence was presented to this Court that either Beebe or Kito delivered their products "into the stream of commerce with the expectation that they will be purchased by consumers in the forum state" as of the time of the sale of the air chain hoist to Loffland. Under the undisputed facts set out above, Beebe's sale to Loffland Brothers of the air chain hoist was an isolated transaction which was not even solicited by Beebe. Therefore, under World-Wide Volkswagen, Plaintiff has failed to establish the minimum contacts necessary to satisfy due process.

Under 28 U.S.C. § 1404(a) the Court may, in the interest of justice, transfer any civil action to any other district or division where it might have been brought. The Court is satisfied that the action could have originally been brought in the United States District Court for the Western District of Washington because that is the State in which Beebe is located, and that is the site at which Kito supplied materials to Beebe. Due to the gravity of the allegations made against the Defendants in this action, the Court believes that it is just to transfer this action rather than simply dismissing it and requiring the Plaintiff to undergo the expense and difficulty of refiling the action and reserving the Defendants.

Accordingly, this case is transferred in its entirety to the

United States District Court for the Western District of
Washington.

DATED this 23^d day of May, 1986.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

United States District Court MAY 27 1986

FOR THE
EASTERN DISTRICT OF LOUISIANA

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION FILE NO. 85-5392
Section "I"
U-1283-C
JUDGMENT

IRON WORKERS MID-SOUTH PENSION FUND
vs.
OKIE STEEL, INC. d/b/a OKIE
ENTERPRISES, ET AL

**CERTIFICATION OF JUDGMENT FOR
REGISTRATION IN ANOTHER DISTRICT**

I, Loretta G. Whyte, Clerk of the United States District Court for
the Eastern District of Louisiana,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the
above entitled action on April 2, 1986, as it appears of record in my office,

and that

• no notice of appeal from the said Default Judgment Order has
been filed in my office and the time for appeal commenced to
run on April 2, 1986 upon the entry of the Judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said
Court this 22nd day of May, 1986.

Loretta G. Whyte, Clerk
Gerald J. Aquin
By Gerald J. Aquin Deputy Clerk

* When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on [insert date] upon the entry of [If no motion of the character described in Rule 73(a) F.R.C.P. was filed, here insert 'the judgment', otherwise describe the nature of the order from the entry of which time for appeal is computed under that rule.] If an appeal was taken, insert "a notice of appeal from the said judgment was filed in my office on [insert date] and the judgment was affirmed by mandate of the Court of Appeals issued [insert date]" or "a notice of appeal from the said judgment was filed in my office on [insert date] and the appeal was dismissed by the [insert 'Court of Appeals' or 'District Court'] on [insert date]", as the case may be.

cl
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

STRICT OF

APR 2 1986

LORETTA G. WHYTE
CLERK

IRON WORKERS MID-SOUTH
PENSION FUND, ET AL

CIVIL ACTION

VERSUS

NO. 85-5392

OKIE STEEL, INC. d/b/a OKIE
ENTERPRISES, ET AL

SECTION "I"
MAG. 4

DEFAULT JUDGMENT ORDER

On motion of Plaintiffs, IRON WORKERS MID-SOUTH PENSION FUND, MID-SOUTH IRON WORKERS WELFARE FUND, and IRON WORKERS LOCAL 584 APPRENTICESHIP TRAINING TRUST FUND, appearing herein through undersigned counsel, it appearing from record that Defendants, Okie Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises have been served with process and have failed to plead or otherwise defend, and Entry of Default having been made against said Defendants on January 27, 1986, the Court in conformity with Rule 55(b)(2) of the Federal Rules of Civil Procedure, directs that a default judgment issue in favor of the Iron Workers Mid-South Pension Fund, Mid-South Iron Workers Welfare Fund and Iron Workers Local 584 Apprenticeship Training Trust Fund, in the following particulars:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff IRON WORKERS MID-SOUTH PENSION FUND have and recover from the Defendants Okie Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises the sum of \$6,625.19 as principal delinquencies covering the period November 1, 1984 - November 30, 1985.

APR 2 1986

2

✓
L. G. Whyte

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff MID-SOUTH IRON WORKERS WELFARE FUND does have and recover from the Defendants Okie Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises the sum of \$5,885.45 as principal delinquencies covering the period November 1, 1984 - November 30, 1985.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff IRON WORKERS LOCAL 584 APPRENTICESHIP TRAINING TRUST FUND does have and recover from the Defendants Okie Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises the sum of \$584.75 as principal delinquencies covering the period November 1, 1984 - November 30, 1985.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs IRON WORKERS MID-SOUTH PENSION FUND, MID-SOUTH IRON WORKERS WELFARE FUND and IRON WORKERS LOCAL 584 APPRENTICESHIP TRAINING TRUST FUND recover collectively from the Defendants Okie Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises the sum of \$515.28 as interest at 12% per annum through December 31, 1985 and the sum of \$1,231.44 as liquidated damages at 10%.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs, IRON WORKERS MID-SOUTH PENSION FUND, MID-SOUTH IRON WORKERS WELFARE FUND and IRON WORKERS LOCAL 584 APPRENTICESHIP TRAINING TRUST FUND recover collectively from Defendants Okie

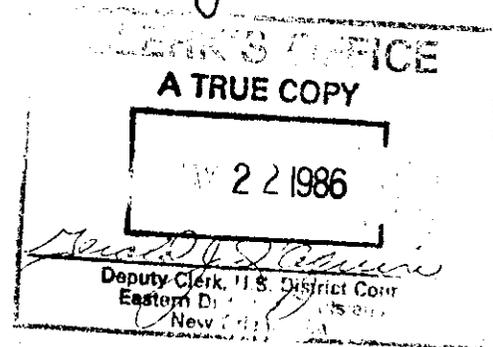
Steel, Inc. d/b/a Okie Enterprises and Bill J. Leathers d/b/a Okie Enterprises the sum of \$1,975.00 as attorney's fees and costs expended in this action.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs are entitled to the legal rate of interest from the date of this judgment until paid.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that this Court retain jurisdiction of this matter for purposes of ensuring such further payments are made. Plaintiffs are hereby granted execution for the amounts set out in this Order.

JUDGMENT RENDERED AND SIGNED, this 31 day of March, 1986, at New Orleans, Louisiana.

Henry A. Mentz
UNITED STATES DISTRICT JUDGE



FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 27 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

WAYNE H. CREASY,)
)
Plaintiff,)
)
vs.)
)
CENTENNIAL LIFE INSURANCE)
COMPANY,)
)
Defendant.)

No. 85-C-847-E

ORDER OF DISMISSAL WITH PREJUDICE

ON this 23rd day of May, 1986, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiff filed herein against the Defendant be and the same hereby is dismissed with prejudice to any future action.

S/ JAMES O. ELLISON

JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

C. BABON MARTIN


Attorney for the Plaintiff

ALFRED B. KNIGHT

Attorney for the Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 RICHARD "DRAGON" GREEN,)
 MONICA GREEN, COUNTY TREASURER,)
 Tulsa County, Oklahoma,)
 BOARD OF COUNTY COMMISSIONERS,)
 Tulsa County, Oklahoma,)
)
 Defendants.)

FILED

MAY 27 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 85-C-520-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 23rd day of May, 1986, Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney; the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, appearing by Susan K. Morgan, Assistant District Attorney, Tulsa County, Oklahoma; and the Defendants, Richard "Dragon" Green and Monica Green, appearing not.

The Court having examined the file and being fully advised finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on May 30, 1985; and the Defendant, Richard "Dragon" Green was served with Summons and Complaint on September 9, 1985.

The Court further finds that the Defendants, County Treasurer, and Board of County Commissioners, Tulsa County, Oklahoma, filed their answers on June 20, 1985; and the Defendant, Richard "Dragon" Green, has failed to answer and his default has been entered by the Clerk of this Court on March 3, 1986.

The Court further finds that the Bank of Oklahoma, a National Bank, was erroneously included in the style of the case on several of the pleadings filed herein. Said bank was never joined as a party defendant in this action and any reference to said bank in the style of the case on any pleadings filed herein should be disregarded.

The Court further finds that the Defendant, Monica Green, was served by publication. The Court finds that Plaintiff has caused to be obtained an evidentiary affidavit from Guaranty Abstract Company, a corporation, a bonded abstractor, as to the last address of Monica Green which affidavit was filed herein on December 31, 1985; that the necessity and the sufficiency of Plaintiff's due diligence search with respect to ascertaining the name and address of the Defendant, Monica Green, was then determined by the Court conducting an evidentiary hearing on the sufficiency of the service by publication to comply with due process of law. From the evidence, the Court finds that the Plaintiff, United States of America, and its attorney, Phil Pinnell, Assistant United States Attorney, appearing for Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, has fully exercised due diligence in ascertaining the

true name and identity of the party served by publication, with her present or last known place of residence and/or mailing address.

The Court further finds that Plaintiff and its attorneys have fully complied with all applicable guidelines and due process of law in connection with obtaining service by publication. Therefore, the Court approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as to the subject matter and the Defendant served by publication.

The Court finds that this is one of the classes of cases in which service by publication may be had and that the Court's order for service by publication has been published in the Tulsa Daily Business & Legal Record, a newspaper authorized by law to publish legal notices, printed in Tulsa County, Oklahoma, a newspaper of general circulation in Tulsa County, State of Oklahoma, for six (6) consecutive weeks commencing on March 4, 1986 and ending on April 8, 1986, by which said Defendant, Monica Green, was notified to answer the Complaint filed herein within 20 days after such publication, as more fully appears from the verified proof of such publication by the printer and publisher of said Tulsa Daily Business Journal & Legal Record filed herein on April 23, 1986.

The Court finds that the Defendant, Monica Green, has failed to answer and her default has been entered by the Clerk of this Court on April 5, 1986.

The Court finds that this is a suit for a money judgment and foreclosure of a mortgage on real property located within the Northern District of Oklahoma more particularly described as follows:

Lot Fourteen (14), Block (14), VALLEY VIEW ACRES ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on March 14, 1983, Richard "Dragon" Green and Monica Green executed and delivered to United States of America, acting on behalf of the Administrator of Veterans Affairs, their mortgage note in the amount of \$25,750.00, payable in monthly installments, with interest thereon at the rate of twelve (12) percent per annum.

The Court further finds that as security for the payment of the above described mortgage note, Richard "Dragon" Green and Monica Green executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated March 14, 1983, and recorded on the March 15, 1983, in Book 1675, Page 1170, in the records of County Clerk of Tulsa County, Oklahoma, covering the above described real property.

The Court further finds that the Defendants, Richard "Dragon" Green and Monica Green, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued and that by reason thereof the Defendants, Richard "Dragon" Green and Monica Green, are indebted to the Plaintiff in the principal sum of \$25,734.75, plus interest thereon at the

rate of twelve (12) percent per annum from July 1, 1984, the date of default, until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that there is currently due and owing for ad valorem taxes on the subject property to the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, the sum of \$ 0.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Richard "Dragon" Green, in the principal amount of \$25,734.75, plus interest thereon at the rate of twelve (12) percent per annum from July 1, 1984, until judgment, plus interest thereafter at the current legal rate of 6.56 percent per annum until paid, plus the costs of this action accrued and accruing plus any additional sums advanced or to be advanced or expended during this foreclosure action by the Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have a valid judgment lien against the Defendant, Richard "Dragon" Green, for real property ad valorem taxes in the amount of \$ 0.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendant, Richard "Dragon" Green, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern

District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including costs of the sale of said real property;

Second:

In payment of the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, in the amount of \$ 0 , for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above described real property, under and by virtue of this judgment and decree, the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

57 JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney

Phil Pinnell

PHIL PINNELL
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463
Attorney for Plaintiff

Susan K. Morgan

SUSAN K. MORGAN
Assistant District Attorney
Tulsa County Courthouse
Tulsa, Oklahoma 74103
Attorney for Defendants,
County Treasurer and Board of
County Commissioners, Tulsa
County, Oklahoma

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

B. F. SAUL REAL ESTATE)
INVESTMENT TRUST,)
)
Plaintiff,)
)
vs.)
)
SHOWBIZ PIZZA TIME, INC.,)
a Kansas corporation,)
formerly ShowBiz Pizza)
Place Inc.,)
)
Defendant.)

Case No. 86-C-37 B

FILED

MAY 27 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

The Plaintiff, having filed its Petition in the District Court in and for Tulsa County, State of Oklahoma, requesting the judgments more particularly set forth therein, and the Defendant having removed the action to this Court and having filed its Answer thereto, and the parties having agreed upon a basis for the adjudication of the matters alledged in the Petition and upon the entry of a judgment in this action, and having entered into a stipulation, the original of which has been filed herein, and after consideration and deliberation thereon by the Court, it is

ORDERED, ADJUDGED AND DECREED by the Court that B.F. Saul Real Estate Investment Trust have and recover judgment against ShowBiz Pizza Time, Inc. for the aggregate sum of \$85,000, with interest thereon from the date hereof at the rate of 6.56 % per annum as provided by law; and it is

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that ShowBiz Pizza Time, Inc. has no further right, title or interest in and to the premises covered by the Lease attached as Exhibit A to the Petition at 10122 E. Admiral Place, Tulsa, Oklahoma; and it is

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Bond for Removal posted herein by ShowBiz Pizza Time, Inc. is hereby released and that ShowBiz Pizza Time, Inc. and the surety are hereby discharged from the same; and it is

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the judgment awarded B.F. Saul Real Estate Investment Trust shall include all costs and reasonable attorneys' fees of this action, and that no further costs or fees shall be awarded or assessed against any party.

Entered this 23rd day of May, 1986.

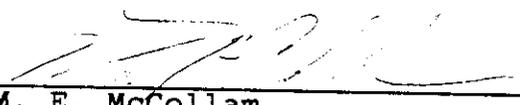
S/ THOMAS R. BRETT

Thomas R. Brett
United States District Judge

APPROVED:



Dominic Sokolosky
Baker, Hoster, McSpadden,
Clark & Rasure
800 Kennedy Building
Tulsa, Oklahoma 74103
(918) 592-5555
Attorney for Plaintiff
B.F. Saul Real Estate
Investment Trust



M. E. McCollam
Conner & Winters
2400 First National Tower
Tulsa, Oklahoma 74103
(918) 586-5711
Attorney for Defendant
ShowBiz Pizza Time, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 17 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
GORDON H. FAULK,)
)
Defendant.)

CIVIL ACTION NO. 86-C-298-E

DEFAULT JUDGMENT

This matter comes on for consideration this 23rd day of May, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Gordon H. Faulk, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Gordon H. Faulk, acknowledged receipt of Summons and Complaint on April 8, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

Gordon H. Faulk, for the principal sum of \$502.33, plus interest at the rate of 9.00 percent per annum and administrative costs of \$.68 per month from November 30, 1984, until judgment, plus interest thereafter at the current legal rate of 656 percent per annum until paid, plus costs of this action.

37 JAMES C. HILLSON

UNITED STATES DISTRICT JUDGE

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SAMUEL R. KIRK and
RICHARD E. WELLS,

Plaintiffs,

-vs-

GENERAL SIGNAL CORP., a New
York corporation, et al.,

Defendants.

and

GENERAL SIGNAL CORPORATION,
a New York corporation,

Third Party Plaintiff,

-vs-

SAMUEL R. KIRK and THE SIERRA
COMPANY, INC., an Oklahoma
corporation,

Third Party Defendants.

No. 85-C-48-B ✓

CONSOLIDATED

No. 85-C-295-B ✓

FILED

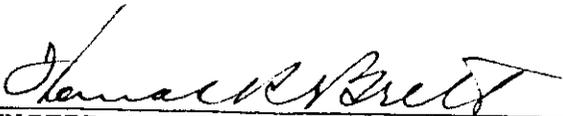
MAY 27 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL WITHOUT PREJUDICE

FOR GOOD CAUSE SHOWN, Cause No. 85-C-295-B, styled
General Signal Corporation, a New York corporation, v. Samuel R.
Kirk and The Sierra Company, Inc., an Oklahoma corporation, is
hereby dismissed without prejudice as to future filing.

DATED this 23rd day of May, 1986.


UNITED STATES DISTRICT JUDGE

143

FILED

MAY 23 1986

JACK D. SEVER, CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

INDEPENDENCE HOLDING, CO.,)	
Plaintiff,)	
)	
-vs-)	86-C-294 C
)	
FEDERAL DEPOSIT INSURANCE)	
CORPORATION, as receiver of)	
FIRST CITY BANK, N.A. now)	
defunct,)	
Defendant)	

VOLUNTARY DISMISSAL OF PLAINTIFF WITHOUT
ORDER OF COURT

Plaintiff, Independence Holding, Co., hereby dismisses its complaint against Defendant, Federal Deposit Insurance Corporation, as receiver of First City Bank, N.A., now defunct, pursuant to Rule 41 (a) (1) of the Federal Rules of Civil Procedure prior to the filing of any pleading by Defendant, F.D.I.C.

Respectfully submitted,
SANDERS & SANDERS
Attorneys at Law
P.O. Box 279
Poteau, Oklahoma 74953
(918) 647-8201

Douglas W. Sanders, Jr.
DOUGLAS W. SANDERS, JR.

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing pleading was served on each of the parties hereto and all of the same to them or to their attorneys as of record on the

23rd day of May, 1986.
Douglas W. Sanders, Jr.
by *Jan Sullivan*

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 22 1986
Jack C. Silver, Clerk
U. S. DISTRICT COURT

LYNDA CHAPLIN,
Plaintiff,
v.
HILTI, INC.,
Defendant.

Case No. 85-C-915-B ✓

ORDER OF DISMISSAL

This cause having come before this Court on the Joint Application for Dismissal with Prejudice of the parties, and this Court being fully advised in the premises, and the parties having stipulated and the Court having found that the parties have reached a private settlement of the individual claims of Plaintiff, and that such claims should be dismissed with prejudice, it is, therefore,

ORDERED, ADJUDGED AND DECREED that the Complaint of Plaintiff, together with any causes of action asserted therein, be and hereby are dismissed with prejudice, with each party to bear its own costs.

So Ordered this 21 day of May, 1986.

Thomas R. Pitt
United States District Judge

APPROVED AS TO FORM AND CONTENT:

[Signature]
Attorney for Plaintiff
[Signature]
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ROGER D. STEWART,)
)
 Defendant.)

MAY 22 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 86-C-198-B

AGREED JUDGMENT

This matter comes on for consideration this 21
of ~~April~~ ^{May}, 1986, the Plaintiff appearing by Layn R. Phillips,
United States Attorney for the Northern District of Oklahoma,
through Peter Bernhardt, Assistant United States Attorney, and
the Defendant, Roger D. Stewart, appearing pro se.

The Court, being fully advised and having examined the
file herein, finds that the Defendant, Roger D. Stewart,
acknowledged receipt of Summons and Complaint on April 1, 1986.
The Defendant has filed his Answer and has agreed that he is
indebted to the Plaintiff in the amount alleged in the Complaint
and that judgment may accordingly be entered against Roger D.
Stewart in the amount of \$962.20, plus interest at the rate of
12.25 percent per annum and administrative costs of \$.68 per
month from May 29, 1984, until judgment, plus interest
thereafter at the legal rate from the date of judgment until
paid, plus the costs of this action.

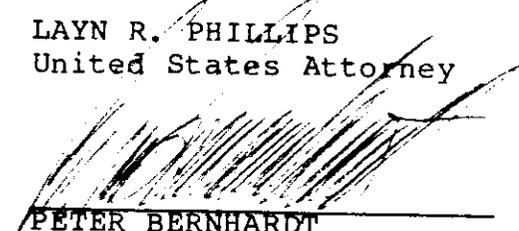
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Roger D. Stewart, in the amount of \$962.20, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from May 29, 1984, until judgment, plus interest thereafter at the current legal rate of 6.56 percent from the date of judgment until paid, plus the costs of this action.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



PETER BERNHARDT
Assistant U.S. Attorney



ROGER D. STEWART

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 22 1986

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 FRANKIE L. WHITE, JR.,)
)
 Defendant.)

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 86-C-188-B

DEFAULT JUDGMENT

This matter comes on for consideration this 22nd day of May, 1986, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney, and the Defendant, Frankie L. White, Jr., appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Frankie L. White, Jr., was served with Summons and Complaint on April 15, 1986. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

Frankie L. White, Jr., for the principal sum of \$547.20, plus interest at the rate of 12.25 percent per annum and administrative costs of \$.68 per month from April 6, 1984, until judgment, plus interest thereafter at the current legal rate of 6.56 percent per annum until paid, plus costs of this action.

S/ THOMAS R. SPIT

UNITED STATES DISTRICT JUDGE

entire

FILED

MAY 22 1986

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

* * *

JACK C. SILVER, CLERK
U.S. DISTRICT COURT
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff

CIVIL ACTION
NO. 84 - C-730-C

vs.

LOCAL 798, et al,

Defendants

* * *

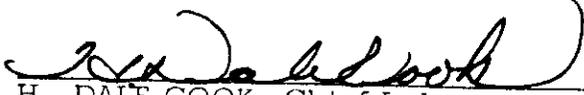
ORDER OF DISMISSAL AS TO
BEECH CONSTRUCTION, INC. AND NORTHWOODS CONSTRUCTORS

NOW before the Court for its consideration is the separate request of Defendants, BEECH CONSTRUCTION, INC. and NORTHWOODS CONSTRUCTORS, for dismissal pursuant to Rule 12(b)(1) and (6), Fed. R. Civ. P., on several grounds. The Court finds that the issue of Title VII's administrative prerequisites is dispositive and, therefore, will not discuss the other grounds raised.

Based on the reasoning and authority recited in the Court's Order dated December 23rd, 1985, granting the motion to dismiss of the Pipe Line Contractors Association and the "PLCA group", neither Rule 19, Fed. R. Civ. P., nor General Building Contractors vs. Pennsylvania, 458 U.S. 375 (1982), permit the Plaintiff EEOC to join parties not named in the EEOC charge absent equitable considerations not present in the case at bar.

Accordingly, it is the Order of the Court that the separate request of Beech Construction, Inc. and Northwoods Constructors should be and is hereby granted and BEECH CONSTRUCTION, INC. and NORTHWOODS CONSTRUCTORS are hereby dismissed from the action.

IT IS SO ORDERED this 21st day of May, 1986.


H. DALE COOK, Chief Judge
United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 22 1965

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,
Plaintiff,

vs.

DONNIE WHITE, et al.,
Defendants.

CIVIL ACTION NO. 85-C-1083-E

STIPULATION OF DISMISSAL

COMES NOW the Plaintiff, United States of America, and the Defendant, First State Bank, Fairfax, Oklahoma, by their respective counsel, and hereby stipulate and agree that the claim of the Plaintiff against First State Bank, Fairfax, Oklahoma is dismissed pursuant to Rule 41 of the Federal Rules of Civil Procedure.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

Nancy Nesbitt Blevins

NANCY NESBITT BLEVINS
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

Bill Hall

BILL HALL
Attorney for Defendant
First State Bank,
Fairfax, Oklahoma

DATE	NR.	86-C-490-C PROCEEDINGS
1986		
5-16	1	MOTION FOR LV. TO PROCEED IN FORMA PAUPERIS (O to J). h
5-21	MO	IT IS THE ORDER OF THE COURT that due to Pltf. being given the wrong forms for filing his lawsuit, in addition, living in the E.D.Ok., the petition shall be returned to the Pltf. & the case is closed. (JCS-Clk) pt

DIST.	OFF.	YR.	NUMBER	MO	DAY	YEAR	N/S	O	PTF	DEF	23	\$ DEMAND	JUDGE MAG. NO.	COUNTY	JURY DEM.	YR.	DOCKET NUMBER
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PLAINTIFFS

DEFENDANTS

HOUSE, ROBERT S., JR.

UNITED STATES OF AMERICA AND THE
STATE OF OKLAHOMA

CAUSE

(CITE THE U.S. CIVIL STATUTE UNDER WHICH THE CASE
IS FILED AND WRITE A BRIEF STATEMENT OF CAUSE)

Civil Rights Complaint, pursuant to 42 U.S.C. Sec. 1983.

ATTORNEYS

Robert S. House, Jr., Pro Se
Route 1, Box 526-1
Beggs, OK 74421

CHECK
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IF CASE WAS
FILED IN
FORMA
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FILING FEES PAID		
DATE	RECEIPT NUMBER	C.D. NUMBER

STATISTICAL CARDS	
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JS-5	6-1-86
JS-6	

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 21 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

HEBRON LIMITED PARTNERSHIP,)
an Arkansas limited partner-)
ship; ROBERT E. BABCOCK;)
DAVID McCLINTON; CLARK C.)
McCLINTON and MARIE McCLINTON,)
as Trustees for the Clark and)
Marie McClinton Trust; JAMES)
E. LINDSEY, Trustee for the)
Lindsey Family Trust; and JAMES)
L. GADDY,)

Plaintiffs,)

vs.)

No. 85-C-226-C

GOLDEN EAGLE DEVELOPMENT,)
INC., an Oklahoma corporation;)
DAVID L. BUSSETT; E. J. WILSON;)
and G. LEE JACKSON,)

Defendants.)

JUDGMENT

In accordance with plaintiff's Motion to Compel Settlement and Memorandum Brief in Support Thereof filed herein on May 15, 1986, the Court finds as follows:

1. The parties hereto concluded a settlement in this matter on April 8, 1986 as memorialized in Exhibits A, B and C to plaintiff's Motion to Compel Settlement and Memorandum Brief in Support Thereof.

2. Defendants breached that settlement agreement by failing to close the settlement no later than April 25, 1986 and

specifically failed to deliver the \$50,000.00 cash by that time.

3. Plaintiff's Motion to Compel Settlement should be and hereby is granted.

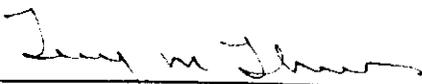
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that plaintiffs, Hebron Limited Partnership, Robert E. Babcock, David McClinton, Clark C. McClinton and Marie McClinton as Trustees for the Clark and Marie McClinton Trust, James E. Lindsey as Trustee for the Lindsey Family Trust, and James L. Gaddy, are hereby awarded judgment in personam against David L. Bussett, E. J. Wilson, G. Lee Jackson, and Golden Eagle Development, Inc., a corporation incorporated under the laws of the State of Oklahoma, jointly and severally, in the amount of \$225,000.00, said judgment to bear interest at the statutory rate from the date of entry and plaintiffs to comply with the local rules with respect to applications for costs and fees.

Dated this 21 day of May, 1986.

s/H. DALE COOK

H. DALE COOK,
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



Terry M. Thomas
Norman, Wohlgemuth & Thompson

Attorneys for All Plaintiffs


- 2 -
ATTORNEY FOR ALL DEFENDANTS

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
STATE OF OKLAHOMA

THOMAS E. BLACKWELL, and
BEVERLY C. BLACKWELL,
Trustees of the BEVERLY JEAN
CRAWFORD BLACKWELL TRUST,
Under Trust Indenture Dated
August 18, 1982,

Plaintiffs,

vs.

TRINITY RIVER THOROUGHBREDS,
INC., et al.

Defendants.

FILED

1986 APR 20

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. 85-C-578-E

AGREED JOURNAL ENTRY OF JUDGMENT

On this 20th day of April, 1986, the plaintiff and the defendant Ricky Cundiff, have agreed to have judgment taken against Defendant Cundiff in the amount of \$7,500.00, together with interest at the statutory rate and the costs of this action,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff should be, and is hereby awarded judgment against the Defendant, Ricky Cundiff, in the total amount of \$7,500.00, together with interest at the statutory rate and the costs of this action.

37 JAMES C. SILVER

JUDGE OF THE DISTRICT COURT

APPROVED:



Patrick H. Kernan, OBA #4983
Kernan and Kernan
2825 East Skelly Drive
Suite 826
Tulsa, Oklahoma 74105
(918) 747-6820
Attorney for Defendant



Jeffrey G. Levinson
Levinson & Smith
35 East 18th Street
Tulsa, Oklahoma 74119
(918) 599-7214
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 21 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

THOMAS E. BLACKWELL AND BEVERLY C.)
BLACKWELL, TRUSTEES OF THE BEVERLY)
JEAN CRAWFORD BLACKWELL TRUST,)
UNDER TRUST INDENTURE DATED AUGUST)
18, 1982,)

Plaintiffs,)

vs.)

Case No. 85-C-578-E ✓

TRINITY RIVER THOROUGHBREDS, INC.,)
WILLIAM H. JOINER, JR., RICKY)
CUNDIFF, AND CHRIS MASTERSOM,)

Defendants.)

ADMINISTRATIVE CLOSING ORDER

NOW on this 20th day of May, 1986, comes on the captioned matter, and the Court being fully advised in the premises:

THE COURT FINDS that the parties have settled this matter pursuant to the Settlement Agreement, attached as Exhibit "A" (the "Agreement"), and an Agreed Journal Entry of Judgment.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings, for good cause shown, for the entry of any stipulation or order, or for any other purpose contemplated by the Agreement or necessary or the entry of the Agreed Journal Entry of Judgment.

If within 60 days of September 1, 1986, the parties have not reopened this action for the purpose of entering the Agreed Journal Entry of Judgment or obtaining any other final determination herein, this action shall be deemed dismissed with prejudice.

If Defendant Ricky Cundiff breaches the Agreement or is otherwise in default of any payments due Plaintiff thereunder, Plaintiff may apply to the Court at any time prior to September 1, 1986, upon notice to Defendant, for an Order reopening this action and directing the entry of the Agreed Journal Entry of Judgment.

IT IS SO ORDERED this 20th day of May, 1986.


UNITED STATES DISTRICT JUDGE
JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:

LEVINSON & SMITH

By 
Jeffrey G. Levinson
Dwight L. Smith

Attorneys for Plaintiffs


Patrick H. Kernan

Attorney for Defendant Ricky Cundiff

EXHIBIT "A"
SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 11 day of April, 1986, between THOMAS E. BLACKWELL and BEVERLY C. BLACKWELL, Trustees of the Beverly Jean Crawford Blackwell Trust, under Trust Indenture dated August 18, 1982 ("Blackwell"), and RICKY CUNDIFF ("Cundiff").

W I T N E S S E T H:

WHEREAS, Blackwell, as Plaintiff, has filed an action in the United States District Court for the Northern District of Oklahoma, styled Thomas E. Blackwell, Trustees of the Beverly Jean Crawford Blackwell Trust, under Trust Indenture dated August 18, 1982, vs. Trinity River Thoroughbreds, Inc., William H. Joiner, Jr., Ricky Cundiff, and Chris Masterson, the same being Case No. 85-C-578-E (the "Suit").

WHEREAS, the Complaint filed in the Suit states a claim for relief against all Defendants for the violation of the Securities Act of 1933, the Securities and Exchange Act of 1934, and the securities laws of both the states of Oklahoma and Texas and for common law fraud; and

WHEREAS, Blackwell and Cundiff have reached an Agreement whereby all claims, demands or causes of action by Blackwell against Cundiff are to be settled.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, Blackwell and Cundiff agree as follows:

1. Payments to Blackwell. Cundiff agrees to pay Blackwell the total sum of \$7,500.00 in full satisfaction of all of Blackwell's claims against Cundiff, including all alleged damages, costs, expenses and attorney's fees arising out of or associated with the Suit. This sum is to be paid upon the following terms: (1) \$2,500.00 on execution of this Stipulation; (2) \$1,000.00 on May 1, 1986; (3) \$1,000.00 on June 1, 1986; (4) \$1,000.00 on July 1, 1986; (5) \$1,000.00 on August 1, 1986; and (6) \$1,000.00 on September 1, 1986. These payments shall be tendered to Levinson & Smith, Attention Jeffrey G. Levinson, 35 East 18th Street, Tulsa, Oklahoma 74119, or at such other place or places as designated by Blackwell.

2. Default. The breach of this Settlement Agreement by Cundiff will entitle Blackwell to apply to the Court to reopen this matter, and to file the agreed Journal Entry of Judgment in the Suit which is attached hereto and marked as Exhibit "A" ("Journal Entry"). Cundiff agrees to all terms and recitals set forth in the Journal Entry, by and through Patrick Kernan, his attorney of record. Blackwell and Cundiff expressly waive the entry of findings of fact and conclusions of law under rule 52 of the Federal Rules of Civil Procedure in connection with the execution of the Agreed Journal Entry. Upon the filing of the Journal Entry, Blackwell will be entitled to immediately execute thereon according to the terms thereof.

3. Attorney's fees and costs. Each party agrees to bear its own attorney's fees and costs, except that in the event that Cundiff

is in default of any term, condition or covenant of this Agreement, Blackwell will be entitled to a reasonable attorney's fee and his costs incurred in commencing and maintaining the Suit, and to all reasonable attorney's fees incurred in enforcing the terms of this Agreement.

4. Dismissal of lawsuit; Covenant Not to Sue; return of original Journal Entry. Upon the satisfactory performance of all terms and conditions hereunder, Blackwell agrees to execute and deliver to Cundiff a dismissal of its claims, as set forth in the Suit, without prejudice and shall return the original executed Covenant Not to Sue, which is attached hereto and marked Exhibit "B". In addition, upon the satisfactory performance of all terms and conditions hereunder by Cundiff, Blackwell will turn over to Cundiff the original agreed Journal Entry previously executed, a copy of which is marked Exhibit "A" attached hereto. Each party shall join in all proceedings and actions and execute such documents and pleadings as are necessary to obtain court approval thereof. It is the express intent of Blackwell to specifically reserve all claims, rights and actions against all other Defendants in the Suit, including the institution and prosecution thereof.

5. Representation of Counsel. Blackwell and Cundiff hereto represent that each has been separately represented by counsel of their own choosing in the assertion, defense, and investigation of the claims being settled herein, and in the negotiation of this

Agreement. Further, each party represents that he has made it his own separate and independent analysis, investigation, and evaluation of the facts and law applicable hereto, and in executing and performing this Agreement, neither Blackwell nor Cundiff has relied upon any representation of fact or law by the other or the other's agents and attorneys, other than the representations and agreements set forth herein.

6. No Admission of Liability or Culpability. It is expressly understood by the parties that Cundiff does not believe that he has perpetrated any wrong upon Blackwell whatsoever and has entered into this settlement agreement to avoid the costs of expenses and protracted litigation, and this settlement should not be construed in any way as an admission of liability on the part of Cundiff.

7. Trial Preparation. Defendant Cundiff does hereby agree to allow Blackwell's attorney to take his deposition in his own hometown and at the plaintiff's expense so that Cundiff's testimony can be available to the plaintiff in the trial of this case against the other defendants. The deposition of Cundiff is to be taken in Cundiff's hometown at a mutually convenient date and time.

8. Controlling Law. This Agreement and all of the provisions hereof shall be controlled by, construed under, and governed by the laws of the State of Oklahoma.

9. Fact of Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal

United States District Court

FILED

FOR THE

MAY 21 1986

DISTRICT OF SOUTH CAROLINA

JACK C. SILVER, CLERK
U.S. DISTRICT COURT
U.S.M. 85-919A

CIVIL ACTION FILE NO.

UNITED STATES OF AMERICA

vs.

Elizabeth A. Simon Malone

JUDGMENT

M-# 1282-C

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, Lisa C. Dunbar, Deputy Clerk, Clerk of the United States District Court for
the District of South Carolina,

do hereby certify the annexed to be a true and correct copy of the original judgment entered in the
above entitled action on November 27, 1985, as it appears of record in my office,
and that

- no notice of appeal from the said judgment has been filed in my
office and the time for appeal commenced to run on November 27, 1985
upon entry of the judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said
Court this 3rd day of January, 1986.

A TRUE COPY

Attest: John W. Williams, Clerk

John W. Williams, Clerk

By: Donna Feagin

Deputy Clerk

By: Lisa C. Dunbar

Lisa C. Dunbar

Deputy Clerk

* When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on [insert date] upon the entry of [If no motion of the character described in Rule 73(a) F.R.C.P. was filed, here insert 'the judgment', otherwise describe the nature of the order from the entry of which time for appeal is computed under that rule.] If an appeal was taken, insert "a notice of appeal from the said judgment was filed in my office on [insert date] and the judgment was affirmed by mandate of the Court of Appeals issued [insert date]" or "a notice of appeal from the said judgment was filed in my office on [insert date] and the appeal was dismissed by the [insert 'Court of Appeals' or 'District Court'] on [insert date]", as the case may be.

UNITED STATES DISTRICT COURT

Court Date: November 27, 1985

Case Number: _____

Location: Columbia

Docket Page No.: 2

FINE: \$ 100.⁰⁰

SPECIAL ASSESSMENT: \$ 25.⁰⁰

TO PAY: Immediately

Deferred to: _____ Date

Installments: \$ _____ per

month other _____ (Week, 2-week, etc.)

Payment Plan Start Date: _____

Lisa C. Dunbar
Magistrate/Deputy Clerk
(Signature)

Print the information requested on the bottom of this form and bring/mail the form to the following address with the amount(s) specified above:

United States Attorney Office
P.O. Box 2266
Cole, S.C. 29202

Make your check or money order payable to: U. S. DEPARTMENT OF JUSTICE. Please write the case number (see first line above) on the face of the check.

FAILURE TO PAY YOUR FINE AS ORDERED WILL SUBJECT YOU TO THE FOLLOWING:

1. You will pay a PENALTY of 25% of the amount past due if your fine becomes more than 90 days past due (18 U.S.C. § 3565 (c)(2)).
2. You will pay INTEREST of 1.5% per month (18%/year) until your fine is paid (18 U.S.C. §§ 3565 (b)(2) and (c)(1)).
3. Recordation of a LIEN which shall have the same force and effect as a TAX LIEN (18 U.S.C. § 3565(a)(2)).
4. Continuous GARNISHMENT may apply until your fine is paid (18 U.S.C. § 3565 (a)(4)).
5. If you willfully refuse to pay your fine you shall be subject to an additional FINE of not more than the greater of \$100,000 or twice the unpaid balance of the fine; or IMPRISONMENT for not more than ONE YEAR OR BOTH (18 U.S.C. § 3621).

FULL NAME: Malone Elizabeth A.
Last Name, First Name Middle Initial

ADDRESS: 736 Meadow #2 Cole, SC 29205
Street City State Zip Code

TELEPHONE: (803) 256-8382 DATE OF BIRTH: 2-7-66

DRIVER'S LICENSE (STATE AND NUMBER): Oklahoma
State Number

A FALSE STATEMENT ON THIS FORM IS PUNISHABLE UNDER 18 U.S.C. § 1001

1 - U. S. A TRUE COPY R N E Y C O P Y

USA - 229 •
Sep. 85

Attest: John W. Williams, Clerk

By: Donna Frasier
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 21 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

MARYLAND NATIONAL
INDUSTRIAL FINANCE
CORPORATION, a Maryland
corporation,

Plaintiff,

v.

CHAPMAN ENGINEERS, INC.,
a Texas corporation,

Defendant.

No. 86-C-34-E ✓

ORDER OF DISMISSAL WITH PREJUDICE

Upon the Stipulation for Dismissal with Prejudice filed by the parties on the
19th day of May, 1986, herein, and upon good cause shown,

IT IS HEREBY ORDERED that this action be dismissed with prejudice, AND IT
IS SO ORDERED.

Dated this 20th day of May, 1986.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CLARK MORRIS, BOBBIE J. MORRIS,
BUCK HENDERSON, COUNTY
TREASURER, Tulsa County,
Oklahoma, BOARD OF COUNTY
COMMISSIONERS, Tulsa County,
Oklahoma,

Defendants.

FILED

MAY 21 1986

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

CIVIL ACTION NO. 85-C-1060-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 20th day of May, 1986, Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Phil Pinnell, Assistant United States Attorney; the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, appearing by Susan K. Morgan, Assistant District Attorney, Tulsa County, Oklahoma; the Defendants, Buck Henderson, Clark Morris, and Bobbie J. Morris, appearing not.

The Court having examined the file and being fully advised finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on December 3, 1985, and December 4, 1985, respectively; the Defendant, Buck Henderson, acknowledged receipt of Summons and Complaint on December 3, 1985.

It appears that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have filed their answers on December 17, 1985. It further appears that the Defendant, Buck Henderson, has failed to file his answer and default was entered against said Defendant by the Clerk of this Court on March 3, 1986.

The Court further finds that the Defendants, Clark Morris and Bobbie J. Morris, were served by publication. The Court finds that Plaintiff has caused to be obtained an evidentiary affidavit from Guaranty Abstract Company, a corporation, a bonded abstractor, as to the last addresses of Clark Morris and Bobbie J. Morris which affidavit was filed herein on December 31, 1985; that the necessity and the sufficiency of Plaintiff's due diligence search with respect to ascertaining the names and addresses of the Defendants, Clark Morris and Bobbie J. Morris, was then determined by the Court conducting an evidentiary hearing on the sufficiency of the service by publication to comply with due process of law. From the evidence, the Court finds that the Plaintiff, United States of America, and its attorney, Phil Pinnell, Assistant United States Attorney, appearing for Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, have fully exercised due diligence in ascertaining the true names and identities of the parties served by publication, with their present or last known place of residences and/or mailing addresses.

The Court further finds that Plaintiff and its attorneys have fully complied with all applicable guidelines and due process of law in connection with obtaining service by publication. Therefore, the Court approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as to the subject matter and the Defendants served by publication.

The Court finds that this is one of the classes of cases in which service by publication may be had and that the Court's order for service by publication has been published in the Tulsa Daily Business Journal & Legal Record, a newspaper authorized by law to publish legal notices, printed in Tulsa County, Oklahoma, a newspaper of general circulation in Tulsa County, Oklahoma, for six (6) consecutive weeks commencing on March 4, 1986 and ending on April 8, 1986, by which said Defendants, Clark Morris and Bobbie J. Morris, were notified to answer the Complaint filed herein within 20 days after such publication, as more fully appears from the verified proof of such publication by the printer and publisher of said Tulsa Daily Business Journal & Legal Record filed herein on April 23, 1986.

The Court finds that the Defendants, Clark Morris and Bobbie J. Morris, have failed to answer and their default has been entered by the Clerk of this Court on March 5, 1986.

The Court finds that this is an action for money judgment and foreclosure of a mortgage on real property situated in Tulsa County, Oklahoma, within the Northern District of Oklahoma:

Lot Four (4), Block Five (5), Suburban Acres
Second Addition to the City of Tulsa, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof.

The Court further finds that on March 22, 1971, Clark Morris and Bobbie J. Morris, husband and wife, executed and delivered to United States of America, acting on behalf of the Administrator of Veterans Affairs, their promissory note in the amount of \$10,000.00, payable in monthly installments, with interest thereon at the rate of four and one-half (4-1/2) percent per annum.

The Court further finds that as security for the payment of the above described note, Clark Morris and Bobbie J. Morris executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a real estate mortgage dated March 22, 1971, and recorded on the March 23, 1971, in Book 3961, Page 747, in the records of Tulsa County, Oklahoma, covering the above described real property.

The Court further finds that on January 27, 1976, the Defendants, Clark Morris and Bobbie J. Morris, executed and delivered to the Defendant, Buck Henderson, a General Warranty Deed conveying the subject property, said Warranty Deed being recorded on February 11, 1976, in Book 4202, Page 1329, of the Tulsa County Clerk's Office. The Court further finds that pursuant to the terms of said General Warranty Deed the Defendant, Buck Henderson, agreed to assume the above described first mortgage in favor of the Plaintiff.

The Court further finds that the Defendants, Clark Morris, Bobbie J. Morris, and Buck Henderson, have made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued and that by reason thereof the Defendants, Clark Morris, Bobbie J. Morris, and Buck Henderson, are indebted to the Plaintiff in the principal sum of \$6,862.13, plus interest at the rate of 4.5 percent per annum from May 22, 1985, the date of default, until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that there is currently due and owing for ad valorem taxes on the subject property to the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, the sum of \$ 0.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Clark Morris, Bobbie J. Morris, and Buck Henderson, in the principal amount of \$6,862.13, plus interest at the rate of 4.5 percent per annum from May 22, 1985, the date of default, until judgment, plus interest thereafter at the current legal rate of 6.5% percent per annum until paid, plus the costs of this action accrued and accruing plus any additional sums advanced or to be advanced or expended during this foreclosure action by the Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there is currently due and owing on the subject real property ad valorem taxes in the amount of \$ 0 to the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, Clark Morris, Bobbie J. Morris, and Buck Henderson, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including costs of the sale of said real property;

Second:

In payment of the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, in the amount of \$ 0, for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above described real property, under and by virtue of this judgment and decree, the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

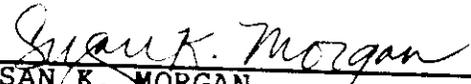
S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


PHIL PINNELL
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463
Attorney for Plaintiff


SUSAN K. MORGAN
Assistant District Attorney
Tulsa County Courthouse
Tulsa, Oklahoma 74103
Attorney for Defendants,
County Treasurer and Board of
County Commissioners, Tulsa
County, Oklahoma

entered

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

COC ENERGY, INC., and)
FINANCIAL MINERAL CORPORATION,)
)
Plaintiffs,)
v.)
)
EL PASO NATURAL GAS COMPANY,)
)
Defendant,)
)
JOSEPH F. HOFFMAN,)
JOHN M. BEARD, and)
CHASE MANHATTAN BANK, N.A.,)
as Agent,)
)
Intervenors and)
Third-Party Plaintiffs.)

No. 84-C-292-C

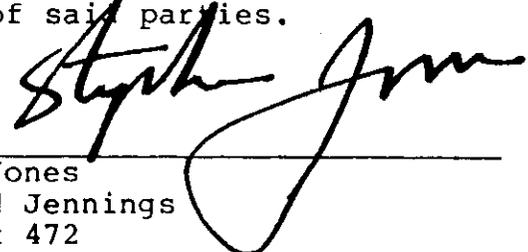
FILED

MAY 21 1986

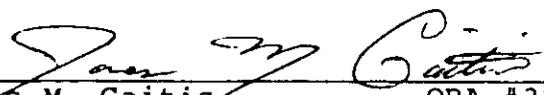
Jack C. Silver, Clerk
U.S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW Intervenors Joseph F. Hoffman and John M. Beard and Defendant El Paso Natural Gas Company and, pursuant to Rule 41(a)(1)(ii) Fed. R. Civ. P., dismisses each and every claim asserted herein by said Intervenors against said Defendant with prejudice, pursuant to the agreement of said parties.



Stephen Jones
Jones and Jennings
P. O. Box 472
Enid, OK 73702
ATTORNEY FOR INTERVENORS

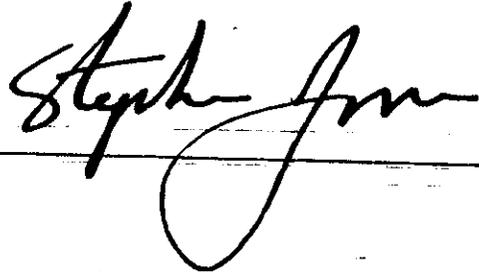


James M. Gaitis OBA #3206
Emery McCandless & Gaitis, P.C.
117 Park Avenue
Oklahoma City, OK 73102
ATTORNEYS FOR DEFENDANT

CERTIFICATE OF MAILING

I hereby certify that on this 29th day of April, 1986,
a true and correct copy of the above and foregoing STIPULATION OF
DISMISSAL WITH PREJUDICE was placed in the United States mail,
postage prepaid thereon, to the following counsel of record:

Lance Stockwell, Esq.
Boesche, McDermott & Eskridge
800 Oneok Plaza
100 West 5th Street
Tulsa, OK 74103



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 21 1985

DOROTHY A. EVANS, CLERK
U. S. BANKRUPTCY COURT,
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)
)
GARY FRANK RAMSEY and)
AMY MARIE RAMSEY,)
)
Debtors.)
)
FIDELITY FINANCIAL SERVICES)
COMPANY OF OKLAHOMA, INC.,)
)
Plaintiff,)
)
vs.)
)
GARY FRANK RAMSEY and)
AMY MARIE RAMSEY,)
)
Defendants.)

M-1281-E

Adversary No. 84-0438
Bankruptcy No. 84-01713
Chapter 7

JUDGMENT

FILED
MAY 20 1985
JACK C. SILVER, CLERK
U.S. DISTRICT COURT

This matter comes on for consideration this 21 day June, 1985, the Defendants appearing by their attorney, T. H. Wagenblast, and Plaintiff appearing by its attorney, Cliff A. Stark.

The Court is fully advised and has examined the file herein and has entered its Order herein based upon the Stipulation of Facts signed by the parties and filed herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that Plaintiff be granted Judgment against Defendant in the amount of \$1,900.00, including principal and interest.

Wesley K. [Signature]
United States Bankruptcy Court)
Northern District of Oklahoma) ss

Defendant's Approval:
By: T. H. Wagenblast
T. H. Wagenblast
Attorney for Defendants

Plaintiff's approval:
By: Cliff Stark
Cliff A. Stark, Attorney for Plaintiff

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE.
Janice [Signature]
Clerk - Deputy Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 21 1985

DOROTHY A. EVANS, CLERK
U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)
)
GARY FRANK RAMSEY and)
AMY MARIE RAMSEY,)
)
Debtors.)
)
FIDELITY FINANCIAL SERVICES)
COMPANY OF OKLAHOMA, INC.,)
)
Plaintiff,)
)
vs.)
)
GARY FRANK RAMSEY and)
AMY MARIE RAMSEY,)
)
Defendants.)

M-1287-E

Adversary No. 84-0438

Bankruptcy No. 84-01713

Chapter 7

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MAY 20 1985

FILED

ORDER

This matter comes on for consideration this 21 day of June, 1985, the Defendants appearing by their attorney, T. H. Wagenblast, and the Plaintiff appearing by its attorney, Cliff A. Stark.

The parties, having previously filed in this case a Stipulation of Fact, and the Court being fully advised, and having examined the file herein, finds as follows: that on August 2, 1984, Plaintiff entered into a transaction with Defendants whereby the sum of \$1,747.38 was loaned by Plaintiff to Defendants in return for which Defendants executed a Loan Agreement for the sum of \$1,747.38 plus a finance charge in the amount of \$508.62; that on December 19, 1984, Plaintiff filed its Complaint objecting to the dischargeability of said debt; that an agreement has been reached indicating that this obligation is not dischargeable and is excepted to the discharge under 11 U.S.C. §523; that the parties have determined that the debt is nondischargeable in the amount of \$1,900.00 including principal and interest, to be paid in 30 con-

secutive monthly payments of \$69.33 beginning May 16, 1985, and continuing until said debt has been paid in full.

WHEREFORE, Plaintiff is entitled to Judgment herein in the amount of \$1,900.00.

Wesley R. Will
United States Bankruptcy Judge

United States Bankruptcy Court)
Northern District of Oklahoma) ss

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE.

Janice L. Smith
Clerk • Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 20 1986

WORD INDUSTRIES PIPE
FABRICATING, INC., an
Oklahoma corporation,

Plaintiff,

v.

EXXON COMPANY, U.S.A.,
a Division of EXXON
CORPORATION,

Defendant.

JACK C. SILVER, CLERK
U. S. DISTRICT COURT

No. 85-C-987-E

ORDER

On this 19th day of ~~April~~ ^{May}, 1986, upon written application of the parties for an Order of Dismissal With Prejudice of the Complaint and all causes of action, the Court having examined said application finds that the parties have entered into a compromised settlement covering all claims involved in the Complaint, Answer and Brief in Opposition to Plaintiff's Motion for Summary Judgment and have requested the Court for dismissal of the claims with prejudice to any future action, and the Court having been fully advised in the premises, finds that said claims should be dismissed, it is therefore,

ORDERED, ADJUDGED and DECREED by the Court that the Complaint and all causes of action of the Plaintiff filed herein against the Defendant and all counterclaims which the Defendant has filed herein against the Plaintiff be and the same are hereby dismissed with prejudice to any further action.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 FRANKLIN L. GIBBS,)
)
 Defendant.)

MAY 20 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

CIVIL ACTION NO. 86-C-238-E

NOTICE OF DISMISSAL

COMES NOW the United States of America by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, Plaintiff herein, through Phil Pinnell, Assistant United States Attorney, and hereby gives notice of its dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure, of this action without prejudice.

Dated this 20 day of May, 1986.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

Phil Pinnell

PHIL PINNELL
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 20 day of May, 1986, a true and correct copy of the foregoing was mailed, postage prepaid thereon, to: Franklin L. Gibbs, 102 North Leonard Street, Sapulpa, Oklahoma 74066.

Phil Pinnell
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

Tri-State Drilling and Equipment Co.)
)
 Plaintiff,)
)
 v.)
)
 Tower Fabricators, Inc. and MCI)
 Telecommunications Corporation,)
)
 Defendants.)

Case No. 85-C-895 C

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

MAY 20 1986

FILED

Notice of
DISMISSAL WITHOUT PREJUDICE
AS TO TOWER FABRICATORS, INC.

Tri-State Drilling and Equipment Co. hereby dismisses this action, without prejudice, as to Tower Fabricators, Inc., having recovered a judgment against said company in Case 4-85 Civ. 492, U. S. District Court, Minneapolis, 4th Division on May 10, 1985, which it registered in this Court as No. M-1260-C, on February 5, 1986.

Byrne A. Bowman

BYRNE A. BOWMAN, OBA #1008
Attorney for Plaintiff
414 Park Harvey Center
Oklahoma City, Oklahoma 73102
(405) 235-2321

On May 14, 1986 I mailed true copies of this to Paul F. McTighe, Jr., Esq., 303 Center Office Building, 707 South Houston, Tulsa, Oklahoma 74127, Rodney Edwards, Esq., 201 West 5th Street, Suite 400, Tulsa, Oklahoma 74103, and Honorable Ronald Shafter, Judge, District Court of Tulsa County, Tulsa, Oklahoma 74103 [Re: Case Civ. 85-020, Dissolution of Tower Fabricators, Inc.].

Byrne A. Bowman

BYRNE A. BOWMAN

FILED

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA MAY 20 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

DRESSER SECURITY, a division of)
DRESSER INDUSTRIES, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.)
)
SEDCO DRILLING COMPANY,)
an Oklahoma corporation,)
)
Defendant.)

No. 86-C-387-C

JUDGMENT BY DEFAULT

Defendant, Sedco Drilling Company, has been served with process. It has failed to appear and answer the Plaintiff's Complaint filed herein. The default of Defendant Sedco Drilling Company has been entered. It appears from the Affidavit on file herein that the Plaintiff is entitled to judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Defendant, Sedco Drilling Company, the sum of \$17,011.38, plus interest up to and including the date of this judgment at 18% per annum, plus interest accruing thereafter at the rate provided by law until paid, reasonable attorneys' fees to be set upon application, and all costs of this action.

ORDERED this 20 day of May, 1986.

JACK C. SILVER, CLERK

UNITED STATES DISTRICT COURT
CLERK FOR THE NORTHERN DISTRICT
OF OKLAHOMA

Interest

FILED

MAY 20 1986

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

W. C. SILVER, CLERK
U.S. DISTRICT COURT

TOM ROMAN and BRANDI ROMAN,)
 Husband and Wife,)
)
 Plaintiffs,)
)
 vs.)
)
 LEROY VANZANT, Individually,)
 and as LEROY VANZANT, d/b/a)
 VANZANT TRANSIT COMPANY,)
)
 Defendant.)

No. 85-C-1025B

NOTICE OF DISMISSAL BY STIPULATION

COME now the Plaintiffs, TOM ROMAN and BRANDI ROMAN, Husband and Wife, and the Defendant, LEROY VANZANT, Individually, and as LEROY VANZANT, d/b/a VANZANT TRANSIT COMPANY, being all of the parties hereto and hereby stipulate to the following:

- a) that Plaintiffs herewith dismiss their causes of action against the Defendant, with prejudice to refiling; and
- b) that neither party shall make application to the Court for fees or costs expended herein.

GILDER & GILDER, INC.,
 BY: *Norman Gilder*
 NORMAN GILDER, OBA #3367
 Attorney for Plaintiffs
 220 Beacon Building
 406 South Boulder
 Tulsa, Oklahoma 74103
 (918) 587-4436

HENSHAW & LEBLANG
 BY: *Mark J. LeBlang*
 MARK J. LEBLANG
 Attorney for Defendant
 7666 East 61st, Suite 251
 Tulsa, Oklahoma 74103
 (918) 254-1414

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 20 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CALVIN R. WALTERS,)
)
Plaintiff,)
)
v.)
)
B.F. GOODRICH, et al.,)
)
Defendants.)

No. 85-C-734-E

ORDER

NOW on this 19th day of May, 1986, comes on for hearing the above captioned matter, and the Court, being fully advised in the premises, finds that the Motion to Dismiss Without Prejudice by the Plaintiff should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this matter is hereby dismissed without prejudice to the Plaintiff.

S/ JAMES O. ELLISON
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

I, N. Kay Bridger-Riley, do hereby certify that on this 16th day of May, 1986, a true and correct copy of the above and foregoing instrument was mailed to:

Paul H. Malesick
Attorney for Defendant URW
87 South High Street
Akron, Ohio 44308

Gary W. Spring
Attorney for Defendant B.F. Goodrich
75 East Market Street
Akron, Ohio 44308

with sufficient postage thereon fully prepaid.

N. Kay Bridger-Riley
N. Kay Bridger-Riley

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

CALVIN R. WALTERS,

Plaintiff,

vs.

No. 85-C-734 E

B. F. GOODRICH CO., a New York
Corporation, domesticated and
doing business in the State of
Oklahoma,

and

INTERNATIONAL UNION OF THE
UNITED RUBBER, CORK, LINOLEUM
AND PLASTIC WORKERS OF AMERICA
AFL-CIO-CLC LOCAL NO. 318,

Defendants.

FILED

MAY 20 1986

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

ORDER FOR DISMISSAL WITH PREJUDICE

The Court has before it the Joint Motion to Dismiss with Prejudice in the above styled and numbered action, including the counter-claim of B. F. Goodrich Co., by the attorneys for the plaintiff and the defendants, which in lieu of the signatures of the attorneys for the defendants, was approved by said defendants in a telephone conference call between C. Jack Maner, Gary W. Spring and Paul H. Malesick, on the 16th day of May, 1986, and pursuant to the Federal Rules of Civil Procedure 41(a)(2), and upon the grounds that the parties have mutually settled their claims.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the above captioned case be and is hereby dismissed with prejudice as against each of the defendants and that the counter-claim of B. F. Goodrich Co., against the plaintiff, is hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that each of the parties will assume their own expenses, costs, disbursements and attorney's fees.

Dated this 19th day of May, 1986.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

FILED

MAY 20 1986

IN THE UNITED STATE DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

LESLIE Z. MATHENA,

)
)
) Plaintiff,)
)
)

v.

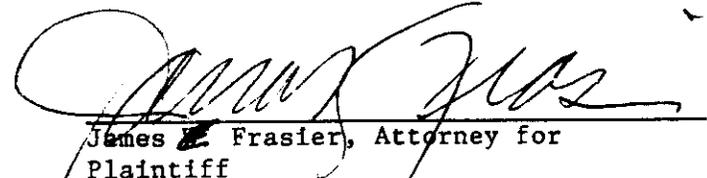
) No. 84-C-1009
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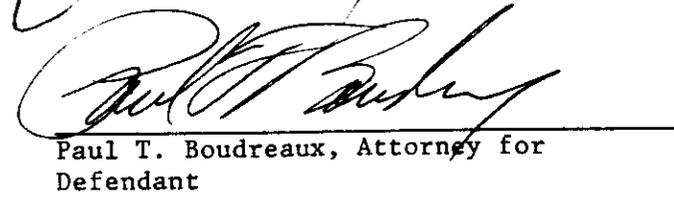
W. W. MANUFACTURING CO., INC.,
a foreign corporation,

)
)
) Defendant.)

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, Leslie Mathena, through his attorney of record, Mr. James Frasier, and the defendant, W. W. Manufacturing Company, through its attorney of record, Paul T. Boudreaux, and stipulate that the above captioned cause of action be dismissed with prejudice to filing a future action herein.


James Frasier, Attorney for
Plaintiff


Paul T. Boudreaux, Attorney for
Defendant

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MAY 20 1986

GEORGE THOMAS PITNER and)
 NELDA GENE PITNER,)
)
 Plaintiffs,)
)
 vs.)
)
 FIBREBOARD CORPORATION, et al.,)
)
 Defendants.)

JAMES O. ELLISON
U.S. DISTRICT COURT

No. 84-C-284-E

ORDER

This case comes on for hearing pursuant to the Plaintiffs' Stipulation for Dismissal as to Ryder Industries, Inc., Unarco Industries, Inc. and Forty-Eight Insulation, Inc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Ryder Industries, Inc., Unarco Industries, Inc. and Forty-Eight Insulation, Inc. be dismissed without prejudice to the bringing of another action.

57 JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 20 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association,)
)
 Plaintiff,)
)
 vs.)
)
 MAINTENANCE SERVICES, INC., a Delaware corporation,)
)
 Defendant,)
)
 and)
)
 FIRST ENERGYSHARES CORPORATION, a Delaware corporation,)
)
 INTERSERV, INC., an Oklahoma corporation; and MEASUREMENT SERVICES, INC., a Texas corporation,)
)
 Third-Party)
 Defendants.)

Case No. 86-C-194-E

NOTICE OF DISMISSAL
OF THIRD-PARTY COMPLAINT
AGAINST FIRST ENERGYSHARES
AND MEASUREMENT SERVICES

Maintenance Services, Inc., the Third-Party Plaintiff, pursuant to Federal Rule of Civil Procedure 41(c), hereby voluntarily dismisses without prejudice the Third-Party Complaint against the Third-Party Defendants, First Energyshares Corporation and Measurement Services, Inc.

PRAY, WALKER, JACKMAN,
WILLIAMSON & MARLAR

By: *DJG Gilsinger*
 J. Warren Jackman
 Dale Joseph Gilsinger,
 Oneok Plaza, 9th Floor
 Tulsa, Oklahoma 74103
 918/584-4136

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing instrument was mailed on this 20th day of May, 1986, with proper postage fully paid hereon, to:

R. Thomas Seymour
Suite 105
Mid-Continent Tower
Tulsa, Oklahoma 74103

Dominic Sokolosky
13th Floor
One Boston Plaza
Tulsa, Oklahoma 74103

James L. Patton, Jr.
11th Floor
Rodney Square North
P.O. Box 391
Wilmington, Delaware 19899-0391

Sam G. Bratton, II
1000 Atlas Life Building
Tulsa, Oklahoma 74103


Dale Joseph Gilsinger

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DANNY W. THOMPSON; CATHY L.)
 THOMPSON; JOHN L. LAFFERTY;)
 LOUISE LAFFERTY; CITIZENS)
 SECURITY BANK & TRUST COMPANY,)
 Bixby, Oklahoma; COUNTY)
 TREASURER, Creek County,)
 Oklahoma; and BOARD OF COUNTY,)
 COMMISSIONERS, Creek County,)
 Oklahoma,)
)
 Defendants.)

FILED

MAY 19 1986

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

CIVIL ACTION NO. 86-C-12-E

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 17th day
of May, 1986. The Plaintiff appears by Layn R. Phillips,
United States Attorney for the Northern District of Oklahoma,
through Phil Pinnell, Assistant United States Attorney; the
Defendants, County Treasurer, Creek County, Oklahoma, and Board
of County Commissioners, Creek County, Oklahoma, appearing not;
the Defendants, Danny W. Thompson and Cathy L. Thompson,
appearing by their attorney Tom Wagenblast; the Defendants,
John L. Lafferty and Louise Lafferty, appearing by their attorney
Cyrus Northrop; and the Defendant, Citizens Security Bank & Trust
Company, Bixby, Oklahoma, appearing by its attorneys, James R.
Miller and Lynn A. Conard.

The Court being fully advised and having examined the
file herein finds that the Defendants, County Treasurer and Board
of County Commissioners, Creek County, Oklahoma, acknowledged
receipt of Summons and Complaint on January 9, 1986, and

January 14, 1986, respectively; the Defendants, Danny W. Thompson and Cathy L. Thompson, were served with Summons and Complaint on February 14, 1986; the Defendants, John L. Lafferty and Louise Lafferty, were served with Summons and Complaint on February 12, 1986; and the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, acknowledged receipt of Summons and Complaint on January 9, 1986.

The Court further finds that the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, filed its Answer on January 29, 1986, and its Amended Answer and Cross-Complaint on January 31, 1986; that the Defendants, John L. Lafferty and Louise Lafferty, filed their Answer on March 10, 1986; that the Defendants, County Treasurer and Board of County Commissioners, Creek County, Oklahoma, have failed to answer and their default has been entered by the Clerk of this Court on April 3, 1986; that the Defendants, Danny W. Thompson and Cathy L. Thompson, have failed to answer and their default has been entered by the Clerk of this Court on April 3, 1986.

The Court further finds that this is a suit based upon a certain promissory note for foreclosure of a real estate mortgage securing said promissory note upon the following described real property located in Creek County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lots Fifteen (15) and Sixteen (16), Block Three (3), BURNETT'S REFINERY ADDITION to the City of Sapulpa, in Creek County, State of Oklahoma, as shown by the Recorded Plat thereof.

The Court further finds that on June 30, 1981, the Defendants, Danny W. Thompson and Cathy L. Thompson, executed and delivered to the United States of America on behalf of the Administrator of Veterans Affairs their promissory note in the amount of \$26,600.00, payable in monthly installments, with interest thereon at the rate of 15.5 percent per annum.

The Court further finds that as security for the payment of the above described note, Danny W. Thompson and Cathy L. Thompson executed and delivered to the United States of America on behalf of the Administrator of Veterans Affairs a real estate mortgage dated June 30, 1981, and recorded on June 30, 1981, in Book 102, Page 1589, in the records of Creek County, Oklahoma, covering the above described real property.

The Court further finds that pursuant to a warranty deed dated June 30, 1982, and filed of record on July 2, 1982, in Book 120, Page 1460, in the records of Creek County, Oklahoma, the Defendants, Danny W. Thompson and Cathy L. Thompson, did grant, sell, and convey the above described real property to the Defendants, John L. Lafferty and Louise Lafferty, who under the terms of said warranty deed agreed to assume and pay the above described mortgage in favor of the Plaintiff.

The Court further finds that the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, has a good and valid lien on the property which is the subject matter of this action by virtue of a real estate mortgage from John L. Lafferty and Louise Lafferty to said bank, dated March 14, 1984, and

recorded on March 20, 1984, in Book 158, Page 1776, in the records of Creek County, Oklahoma, said mortgage securing the original principal sum of \$25,500.00. That there is now due and owing to said bank from the Defendants, John L. Lafferty and Louise Lafferty, the sum of \$17,675.67 plus interest accruing from June 4, 1985, until paid at the rate of 15.5 percent per annum, a reasonable attorney's fee, and costs of this action. That said lien is inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendants, John L. Lafferty and Louise Lafferty, made default under the terms of the aforesaid promissory note and mortgage, by reason of their failure to make monthly installments due thereon, which default has continued and that by reason thereof the Defendants, John L. Lafferty and Louise Lafferty, are indebted to the Plaintiff in the principal sum of \$26,732.77, plus interest at the rate of 15.5 percent per annum from June 1, 1984 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, John L. Lafferty and Louise Lafferty, in the principal amount of \$26,732.77, plus interest at the rate of 15.5 percent per annum from June 1, 1984 until judgment, plus interest thereafter at the legal rate until fully paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be

advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, recover judgment against the Defendants, John L. Lafferty and Louise Lafferty, in the amount of \$17,675.67 together with interest accruing at the rate of 15.5 percent per annum from June 4, 1985 until paid, a reasonable attorney's fee in the sum of \$1,500.00, and the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Creek County, Oklahoma, have no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Danny W. Thompson and Cathy L. Thompson, have no right, title, or interest in the real property which is the subject of this foreclosure action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the Defendants, John L. Lafferty and Louise Lafferty, to satisfy any money judgment of the Plaintiff herein, or any money judgment of the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including costs of the sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff;

Third:

In payment to the Defendant, Citizens Security Bank & Trust Company, Bixby, Oklahoma, in the amount of \$17,675.67, together with interest accruing at the rate of 15.5 percent per annum from June 4, 1985, until paid, a reasonable attorney's fee in the sum of \$1,500.00, and the costs of this action.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above described real property, under and by virtue of this judgment and decree, the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

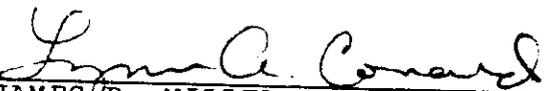
APPROVED:

LAYN R. PHILLIPS
United States Attorney

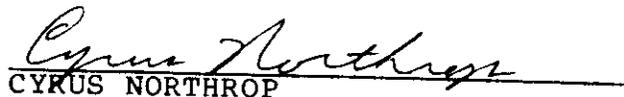


PHIL PINNELL
Assistant United States Attorney

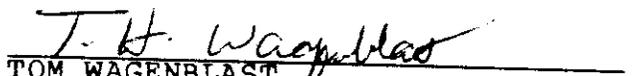
MOYERS, MARTIN, SANTEE, IMEL & TETRICK

By: 

JAMES R. MILLER
LYNN A. CONARD
320 South Boston, Suite 920
Tulsa, Oklahoma, Oklahoma 74103
Attorney for Defendant, Citizens
Security Bank & Trust Company,
Bixby, Oklahoma



CYRUS NORTHROP
5001 South Fulton Avenue
Tulsa, Oklahoma 74135
Attorney for Defendants, John L.
Lafferty and Louise Lafferty


TOM WAGENBLAST
4143 East 31st
Tulsa, Oklahoma 74135
Attorney for Defendants, Danny W.
Thompson and Cathy L. Thompson

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DAVID VAN BRUNT and
DENISE VAN BRUNT,

Plaintiffs,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, an Illinois
Corporation doing business in
Oklahoma,

Defendant.

No. 85-C-877-E

FILED

MAY 19 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

The parties having stipulated that the above matter has been settled between the parties, the cause is hereby dismissed with prejudice.

S/ JAMES O. ELLISON
JAMES O. ELLISON, JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MIDWESTERN UNITED LIFE
INSURANCE COMPANY,

Plaintiff,

-vs-

DANIEL E. FAIRCHILD, as
Trustee of THE SUSAN MARIE
"SUMI" MILLER TRUST, et al.

Defendants.

FIREMAN'S FUND AMERICAN LIFE
INSURANCE COMPANY,

Plaintiff,

-vs-

DANIEL E. FAIRCHILD, as
Trustee of THE SUSAN MARIE
"SUMI" MILLER TRUST, et al.

Defendants.

Case No. 85-C-1074-B ✓

FILED
MAY 19 1986
Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

THIS COURT, Having before it the Disclaimer of the defendant, ETHEL KEMBRO, which contains the request of the defendant, ETHEL KEMBRO, that she be dismissed from this action, finds that such request should be granted.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the defendant, ETHEL KEMBRO, be dismissed from this action each party to bear its own costs.

DATED this 16 day of May, 1986.

Thomas R. Best
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MIDWESTERN UNITED LIFE)
INSURANCE COMPANY,)
)
Plaintiff,)
)
-vs-)
)
DANIEL E. FAIRCHILD, as)
Trustee of THE SUSAN MARIE)
"SUMI" MILLER TRUST, et al.)
)
Defendants.)

Case No. 85-C-1074-B

FIREMAN'S FUND AMERICAN LIFE)
INSURANCE COMPANY,)
)
Plaintiff,)
)
-vs-)
)
DANIEL E. FAIRCHILD, as)
Trustee of THE SUSAN MARIE)
"SUMI" MILLER TRUST, et al.)
)
Defendants.)

FILED

MAY 19 1986

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

THIS COURT, Having before it the Disclaimer of the defendants, BEN MCGILL and LAURA M. MCGILL, which contains the request of the defendants, BEN MCGILL and LAURA M. MCGILL, that they be dismissed from this action, finds that such request should be granted.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the defendants, BEN MCGILL and LAURA M. MCGILL, be dismissed from this action, each party to bear its own costs.

DATED this 16 day of May, 1986.

S/ THOMAS R. BRETI

UNITED STATES DISTRICT JUDGE

Entered

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

MIDWESTERN UNITED LIFE
INSURANCE COMPANY,

Plaintiff,

-vs-

DANIEL E. FAIRCHILD, as
Trustee of THE SUSAN MARIE
"SUMI" MILLER TRUST, et al.

Defendants.

Case No. 85-C-1074-B

FIREMAN'S FUND AMERICAN LIFE
INSURANCE COMPANY,

Plaintiff,

-vs-

DANIEL E. FAIRCHILD, as
Trustee of THE SUSAN MARIE
"SUMI" MILLER TRUST, et al.

Defendants.

FILED
MAY 19 1986
U. S. DISTRICT

ORDER

THIS COURT, Having before it the Disclaimer of the defendant, DANIEL E. FAIRCHILD, as Executor and Personal Representative of the Estate of Susan Marie Miller, which contains the request of the defendant, DANIEL E. FAIRCHILD, as Executor and Personal Representative of the Estate of Susan Marie Miller, that he be dismissed from this action, finds that such request should be granted.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the defendant, DANIEL E. FAIRCHILD, as Executor and Personal Representative of the Estate of Susan Marie Miller, be dismissed from this action each party to bear its own costs.

DATED, this 16 day of May, 1986.

By THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DENISE VAN BRUNT,

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, an Illinois
Corporation doing business in
Oklahoma,

Defendant.

No. 86-C-40-B

FILED
MAY 19 1986

ORDER OF DISMISSAL

The parties having stipulated that the above matter has been settled between the parties, the cause is hereby dismissed with prejudice.

S/ THOMAS R. BRETT

THOMAS R. BRETT, JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
JERRY W. McLAUGHLIN, a single)
person; COUNTY TREASURER,)
Tulsa County, Oklahoma;)
BOARD OF COUNTY COMMISSIONERS,)
Tulsa County, Oklahoma,)
)
Defendants.)

FILED

MAY 19 1986

JERRY C. SMITH, CLERK
U. S. DISTRICT COURT

CIVIL ACTION NO. 86-C-249-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 16 day of May, 1986. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, appear by David Moss, District Attorney, through Susan K. Morgan, Assistant District Attorney; and the Defendant, Jerry W. McLaughlin, appears not, but makes default.

The Court being fully advised and having examined the file herein finds that the Defendant, Jerry W. McLaughlin, acknowledged receipt of Summons and Complaint on March 31, 1986; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 20, 1986; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on March 19, 1986.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on April 4, 1986; and the Defendant, Jerry W. McLaughlin, has failed to answer and his default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a mortgage note for foreclosure of a mortgage securing said mortgage note upon the following-described real property located within the Northern Judicial District of Oklahoma:

Lot Fourteen (14), Block Two (2), EL/BRAD, an Addition in Tulsa County, State of Oklahoma, according to the Recorded Plat thereof; INCLUDING BUT NOT LIMITED TO: Range or Counter Top Unit and Wall To Wall Carpeting.

That on February 15, 1983, Jerry W. McLaughlin executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, his mortgage note in the amount of \$37,000.00, payable in monthly installments, with interest thereon at the rate of twelve (12) percent per annum.

That as security for the payment of the above-described mortgage note, Jerry W. McLaughlin executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated February 15, 1983, covering the above-described real property. Said mortgage was recorded on February 18, 1983, in Book 4670, Page 34, in the records of Tulsa County, Oklahoma.

The Court further finds that Defendant, Jerry W. McLaughlin, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that

by reason thereof the Defendant, Jerry W. McLaughlin is indebted to the Plaintiff in the sum of \$36,849.11, as June 1, 1985, plus interest thereon at the rate of twelve (12) percent per annum until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, have stated that they do not claim any right, title, or interest in the subject property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Jerry W. McLaughlin, in the sum of \$36,849.11 as of June 1, 1985, plus interest thereon at the rate of twelve (12) percent per annum until judgment, plus interest thereafter at the current legal rate of 6.31 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Jerry W. McLaughlin, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including costs of the sale of said real property;

Second:

In payment of the judgment rendered herein
in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited
with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from
and after the sale of the above-described real property, under
and by virtue of this judgment and decree, all of the Defendants
and all persons claiming under them since the filing of the
Complaint, be and they are forever barred and foreclosed of any
right, title, interest or claim in or to the subject real
property or any part thereof.

J. THOMAS R. BRETI

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463
Attorney for Plaintiff

DAVID MOSS
District Attorney

BY: 
SUSAN K. MORGAN
Assistant District Attorney
Tulsa County Courthouse
Tulsa, Oklahoma 74103
Attorney for Defendants,
County Treasurer and Board of
County Commissioners, Tulsa
County, Oklahoma

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JEROME PALKOWITSH,)
)
 Plaintiff,)
)
 v.)
)
 TARGET STORES, a division of)
 Dayton-Hudson, a Minnesota)
 corporation,)
)
 Defendant.)

No. 86-C-15-B

MAY 19 1986

ORDER OF DISMISSAL

This case comes before the Court on the joint stipulation of the parties for dismissal with prejudice.

IT IS HEREBY ORDERED that, pursuant to the stipulation of the parties, Plaintiff's Complaint is dismissed with prejudice, and with each party to bear his or its own costs and attorney's fees.

DONE this 16 day of April, 1986.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

OKLAHOMA DRILLING CORPORATION,)
an Oklahoma corporation; FISHER)
OIL & GAS CORPORATION, a Texas)
corporation,)
)
Plaintiffs,)
vs.)
)
PORTS OF CALL OIL COMPANY, an)
Oklahoma corporation; C.W.)
CULPEPPER, an individual; and)
JAMES C. NILES, an individual,)
)
Defendants.)

Case No. 82-C-1029B ✓

FILED

MAY 19 1986 *af*

JACK C. SILVER, CLERK
U. S. DISTRICT COURT

ORDER DISMISSING WITH PREJUDICE

The Court being fully advised in the premises and on consideration of the Plaintiff's Application for Dismissal with Prejudice, finds that such Order should issue.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's Cause of Action be and the same is hereby dismissed with Prejudice.

Dated this 16th day of May, 1986.

Thomas R. [Signature]

JUDGE OF THE DISTRICT COURT

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAY 13 1986

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
RICHARD D. STEWART, et al.,)
)
Defendants.)

CIVIL ACTION NO. 83-C-12-B

AMENDED ADMINISTRATIVE CLOSING ORDER

NOW before the Court for its consideration is the Motion to Amend Administrative Closing Order of the United States of America. The United States has asked that the Court amend its Administrative Closing Order entered on August 27, 1984 to direct that this action shall be dismissed without prejudice rather than with prejudice if the parties have not reopened for the purpose of obtaining a final determination within sixty (60) days of the final adjudication of certain proceedings in the Federal District Court for North Dakota.

It appearing that the North Dakota proceedings have been concluded, but that the United States has nevertheless been unable to proceed with this action because it has been engaged in certain administrative procedures that the North Dakota Court mandated that it take in cases such as this prior to foreclosure, it is hereby ordered that the Administrative Closing Order entered herein on August 27, 1984, is hereby amended to reflect dismissal without prejudice rather than dismissal with prejudice.

It is so ordered this 16th day of May, 1986.

S/ THOMAS R. BRET

UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
MAY 19 1986
E. C. STEWART
U. S. DISTRICT COURT

GENE KENDEL BRISTOL and FERN BRISTOL,)
)
) Plaintiffs,)
)
)
) vs.)
)
) FIBREBOARD CORPORATION, et al.,)
)
) Defendants.)

No. 84-C-714-B

ORDER

This matter comes on before the Court pursuant to the Plaintiff's Motion for Dismissal of Ryder Industries, Inc. without prejudice. After due consideration having been made, this Court:

HEREBY ORDERS, ADJUDGES AND DECREES that the Defendant, Ryder Industries, Inc. is hereby dismissed without prejudice to the bringing of another action.

S/ THOMAS R. BRETT

JUDGE OF THE DISTRICT COURT

LAW OFFICES

UNGERMAN,
CONNER &
LITTLE

MIDWAY BLDG.
2727 EAST 21 ST.
SUITE 400

P. O. BOX 2099
TULSA, OKLAHOMA
74101

Entered

417-860-02

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

VIKING PETROLEUM, INC.)
a Delaware corporation,)
)
Plaintiff,)
)
v.)
)
GEO EXPLORATION, INC., a Texas)
corporation; FRANK WHITTINGTON,)
an individual; FRANK MERRILL,)
an individual; SIGNAL DRILLING)
CORPORATION, a Texas corporation,)
)
Defendants.)

No. 84-C-835-B

FILED
MAY 19 1986
U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

AGREED JUDGMENT

This action came on for trial before the Court, the Honorable Thomas R. Brett presiding, and the plaintiff, Viking Petroleum, Inc. ("Viking"), appeared by and through its counsel, Richard F. Popp and Ronald E. Goins, and the defendants, Frank M. Whittington, Geo Exploration, Inc., and the bankruptcy estate of Geo Exploration, Inc., appeared by and through their counsel, Robert A. Whittington, and the defendant, Frank C. Merrill, Jr. appeared pro se.

The issues have been properly presented to the Court, and the parties hereby stipulate and agree to the following Agreed Judgment.

IT IS ORDERED AND ADJUDGED:

1. That the plaintiff, Viking, recover of the defendant, Frank M. Whittington, the sum of \$50,000, with interest at the

rate of fifteen (15%) per cent as provided by law.

2. That the claims of the plaintiff, Viking, are dismissed with prejudice as to the defendants Frank C. Merrill, Jr., Geo Exploration, Inc., and the bankruptcy estate of Geo Exploration, Inc.

3. That the Counterclaims of the defendants, Geo Exploration, Inc. and the bankruptcy estate of Geo Exploration, Inc., are hereby dismissed with prejudice as to the plaintiff, Viking.

4. Each party shall bear their own costs and attorneys fees.

Dated this 17 day of April, 1986.

S/ THOMAS R. BRETT

Thomas R. Brett
United States District Court

APPROVED AS TO FORM:

Richard F. Popp
Richard F. Popp
Ronald E. Goins
Attorneys for Viking Petroleum, Inc.

Robert A. Whittington
Robert A. Whittington
Attorney for Frank M. Whittington,
Geo Exploration, Inc., and the
bankruptcy estate of Geo Exploration,
Inc.

Frank C. Merrill, Jr.
Frank C. Merrill, Jr.
pro se

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

MAY 19 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

McDONALD-WALKER GROUP, INC.,)
a Florida corporation,)
)
Plaintiff,)
)
vs.)
)
QUAPAW TRIBE OF OKLAHOMA,)
)
Defendant.)

No. 86-C-93-C

O R D E R

Now before the Court for its consideration is the motion of defendant to dismiss, said motion filed herein February 25, 1986, and responded to by plaintiff. As such, the matter is now ready for this Court's determination.

The complaint reveals that this action is brought by plaintiff, a Florida corporation, with its principal place of business in Florida as well, against the defendant Quapaw Tribe of Oklahoma, a federally recognized Indian tribe in Quapaw, Ottawa County, Oklahoma. Plaintiff is the assignee of a contract entered into between the defendant and the assignors of the contract, Messrs. Watson, Bales, and Whilden. The contract bears the date of May 8, 1984, and the assignment agreement was dated June 13, 1984. The contract bears the express provision that in no manner does the tribe waive its sovereign immunity and

provides for disputes to be resolved in good faith between the parties.

The first cause of action contains allegations that, despite demand for same, the defendant has refused to pay plaintiff \$36,000 due and owing as representing 50% of sums paid for installation of an air conditioning, heating and smoke removal system, as required by the contract. Plaintiff prays for a damage judgment of \$36,000.

The second cause of action asserts that the defendant has in its possession certain bingo equipment, tables, and chairs, which are the property of plaintiff and are worth \$80,000. Demand for return of the property or for compensation for same has not been satisfied. Plaintiff prays for a replevin order, giving it possession of the property or for money damages in the amount of \$80,000, and a restraining order to prevent the defendant from transferring the property as plaintiff thinks it might.

The third cause of action alleges that pursuant to the contract, plaintiff advanced money in the form of loans to finance the bingo hall operation of the defendant and that the defendant owes \$192,000 on the loans. The sum remains unpaid, despite demand. Plaintiff prays for money damages in the amount of \$192,000.

The fourth and final cause of action alleges that defendant has failed to perform its part of the contract in good faith, which has caused plaintiff to lose profits. Plaintiff prays for breach of contract damages for lost profits, but alleges no amount.

Defendant's motion to dismiss is premised on the proposition that this lawsuit must be dismissed under the doctrine of sovereign immunity. The Indian Civil Rights Act (ICRA) found at 25 U.S.C. §§1301-41, particularly section 1302, provides:

No Indian tribe in exercising powers of self-government shall --

(8) deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law.

Although the complaint expressly alleges no violation of rights without due process of law, the plaintiff makes such an argument in its brief and claims this Court therefore has jurisdiction.

In Ramey Constr. v. Apache Tribe of Mescalero Reservation, 673 F.2d 315 (10th Cir. 1982), the general contractor for a hotel complex on reservation land, Ramey, sued the tribe to recover money retained by the tribe pursuant to a contract retainage provision and for breach of contract damages due to the tribe's alleged disruption, delay, improper suspension of work, and undisclosed subsoil problems. Ramey alleged sovereign immunity was waived under the ICRA because the tribe was depriving him of equal protection and due process of law by wrongfully withholding the contract retainage. The Ramey court stated:

In Santa Clara Pueblo v. Martinez, 436 U.S. 49 ... (1978), the Supreme Court clarified the meaning and effect of §1302 of the ICRA. The Court made clear that, aside from authorizing writ of habeas corpus actions as provided in §1303, the ICRA leaves tribal sovereign immunity intact. ... In this action, Ramey has alleged a claim for damages based on breach of contract. This type of injury does not rise to the level of a

constitutional deprivation to be redressed under the ICRA. Therefore, the ICRA neither provides a jurisdictional basis for Ramey's claims nor waives the Tribe's sovereign immunity.

The Ramey court went further to distinguish a case proffered by the plaintiff in Ramey as controlling, Dry Creek Lodge, Inc. v. Arapahoe and Shoshone Tribes, 623 F.2d 682 (10th Cir. 1980), cert. denied, 449 U.S. 1118 (1981), as inapplicable because it involved particularly egregious allegations of personal restraint and deprivation of personal rights that were not present in Ramey's breach of contract action.¹

Based upon the foregoing, this action by plaintiff to recover breach of contract damages and invoke contract remedies must be dismissed.

IT IS SO ORDERED this 19th day of May, 1986.


H. DALE COOK
Chief Judge, U. S. District Court

¹The plaintiff in the instant case also misplaces its reliance on Dry Creek. See also White v. Pueblo of San Juan, 728 F.2d 1307 (10th Cir. 1984), wherein the court, in dismissing an action for lack of subject-matter jurisdiction, stated that the Dry Creek decision was to be interpreted to provide a narrow exception to the traditional sovereign immunity bar of suits against Indian tribes in federal courts. In addition, the White court stated that the aggrieved party must have actually sought a tribal remedy, which, if existent, is exclusive. In the case at bar, the complaint lacks allegations concerning the pursuit of tribal remedies.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

BILL B. BRADLEY,

Plaintiff,

vs.

DRILLEX CONSULTING CORP.,

Defendant.

Case No. 85-C-626-C

ORDER FOR DISMISSAL

NOW on this 16 day of May, 1986, there comes on before me, Judge of the United States District Court for the Northern District of Oklahoma, Plaintiff's Application for Dismissal in the above cause.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this case be dismissed.

s/H. DALE COOK

Judge of the United States
District Court

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